



# Tennis Court Repairs Project

TCNJ Advertised Bid # AB190030

## **PROJECT REQUIREMENTS**

## **SCOPE OF WORK**

**April 11, 2019**



Please place the following advertisement in the Legal Section of Classified Advertising. Please ensure that the invoice for this advertisement is prepared and an affidavit forwarded to The College of New Jersey, Office of Finance and Business Services, Administrative Services Building, Room 201, P.O. Box 7718, Ewing, NJ 08628-0718.

To be published on **April 11, 2019**. Contact person regarding placement of ad is Roselle Horodeski (609) 771-2894.

**THE COLLEGE OF NEW JERSEY  
ADVERTISEMENT FOR BIDS  
BID #AB190032**

Under the provisions of the State College Contracts Law, Chapter 64 of Title 18-A, The College of New Jersey will receive sealed bids for the **Tennis Court Repairs Project** until **2:00 P.M. on the 2nd day of May, 2019** at The College's Office of Finance and Business Services, Administrative Services Building, Second Floor, Room 201, Route 31 (Pennington Road), Ewing Township, New Jersey. At 2:00 P.M. all bids will be publicly opened and read in Room 203 of the Administrative Services Building.

The project will be bid as a Single Lump Sum.

No bidder may submit more than one bid.

Bid Documents may be obtained on/after **April 11, 2019** via our website ([www.tcnj.edu/~budfin/](http://www.tcnj.edu/~budfin/)).

A **strongly encouraged pre-bid conference/on-site inspection** is scheduled on **April 17, 2019 at 10:00 A.M.**, at the tennis courts, located on The College's Ewing Township, New Jersey campus on Route 31 (Pennington Road).

Bidders are required to comply with the requirements of P.L. 1975 c. 127 (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 - Affirmative Action); the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.; N.J.S.A. 52:25-24.2, "Statement of Stockholders Exceeding 10%"; the Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48 et seq.); the New Jersey Business Registration of Public Contractors provisions (N.J.S.A. 52:32-44); Executive Order 117 and P.L. 2005 Chapter 51 (N.J.S.A. 19:44a-1 et seq.) and all amendments thereto

A bid bond is required in the amount of 10% of the total bid. Bid bond shall consist of a certified check or cashiers check to the order of The College of New Jersey, or an individual or annual bid bond issued by an insurance company or surety company authorized to do business in the State of New Jersey. The successful Bidder(s) is required to provide a Performance and Payment Bond equal to 100% of the contract. A Surety Disclosure Statement and Certification form must accompany the performance bond.

The College will award the contract to the lowest responsible bidder who satisfies the qualification criteria as set forth in the contract documents.

The College of New Jersey reserves the right to reject any or all bids or to waive any informalities in the bidding in accordance with law. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of The College of New Jersey.



# Tennis Court Repairs

## Milestone Schedule April 11, 2019

Advertised for bidding	April 11, 2019
Pre-Bid Meeting	April 17, 2019
Cut-off for questions	April 19, 2019
Addendum Issued	April 23, 2019
Bids Received (2:00 pm)	May 2, 2019
Notice of Intent to Award issued by	May 7, 2019
End of Protest Period	May 14, 2019
Notice to proceed issued	May 17, 2019
Approval of material submittals by	May 24, 2019
Start work in the field	June 10, 2019
Substantial Completion	July 31, 2019
Project Closeout by	August 12, 2019



# Exterior Tennis Court Repairs & Re-surfacing Scope Document

Dated: April 8, 2019

The College of New Jersey is soliciting pricing for the cleaning, preparation and repairs to (8) exterior tennis court surfaces. The existing courts have structural cracks. The repairs should involve cleaning all cracks, then repairing cracks with backer rod and sealant crack filler, utilizing a system similar or equal to "Armor Tennis Court Crack Repair System". An installation process sheet is attached as well as the basis of design specification from "Armor Crack Repair System".

When repairs are completed, the courts shall be resurfaced and striped to meet NCAA requirements.

The list of work associated with the project is as follows:

1. Remove all old repairs (caulk) in failing cracks
2. Clean cracks of loose debris
3. Fill all cracks with backer rod and Tennis court crack filler
4. Sand filled cracks flush to existing adjacent surfaces
5. Apply "Armor" crack repair system, adhesive and tape, (or equal) over structural cracks
6. Apply fabric and mesh over repair areas
7. Apply 3 coat acrylic tennis surface to entire court (colors to be determined by TCNJ):
  - a. One acrylic filler coat.
  - b. One acrylic texture coat.
  - c. One acrylic top coat.
8. Apply 2 coat playing lines to match existing playing lines
9. Work to take place from June 10, 2019 to August 12, 2019 (Milestone Schedule Attached)
10. All work shall be figured using NJ Prevailing Wage labor rates(Mercer County)
11. Contractors are asked to obtain a parking pass at Campus Police in the Administrative Services Building (ASB) prior to the site visit. Please allow enough time to receive the parking pass and travel across campus.



# THE ARMOR<sup>®</sup> SYSTEM



A Patented Process for  
Long-Term Repairs to  
Asphalt Tennis Court Cracks



STEP 1: Fill cracks up to 4 inches wide



STEP 2: Sand flush to surface



STEP 3: Apply ARMOR<sup>®</sup> release tape



STEP 4: Apply liquid adhesive



STEP 5: Install narrow ARMOR<sup>®</sup> fabric



STEP 6: Install wide ARMOR<sup>®</sup> fabric



STEP 7: Install yellow ARMOR<sup>®</sup> mesh



STEP 8: Finished...ready to color coat!



Crack-Free Surface...Ready for Play!

5050 Industrial Road  
Farmingdale, NJ 07727  
© 2015 A.S.T.,LLC



**ARMOR**  
TENNIS COURT CRACK REPAIR SYSTEM

ArmorCrackRepair.com  
Toll Free 877-99-ARMOR  
877-992-7667



# Armor® Crack Repair System Product Specifications

## DESCRIPTION:

The **ARMOR® Crack Repair System** utilizes a specially knitted fabric that expands as the crack widens. Fabrics that do not expand (such as fiberglass) simply tear or delaminate as the crack widens during the cold winter months. Our fabric, however, stretches similar to t-shirt material. The secret to making our fabric work best is how it is purposely NOT bonded to the court in the vicinity of the crack (sometimes called a "slipsheet"). This allows more movement of the crack without the fabric tearing or delaminating from the surface. Thus, the reason why the **ARMOR® Crack Repair System** works so well is that it effectively spreads the stress of the crack over a six-inch wide area of expandable fabric.

Although the **ARMOR® Crack Repair System** will not prevent cracks from developing elsewhere on the court, or prevent cracks from growing in length out beyond the repair, it has successfully kept repaired structural cracks from reappearing on the surface of tennis courts for as long as 15 years. There are some limitations and not all cracks are repairable with our product, so talk to your contractor about your specific court.

## OTHER CRACK REPAIR SYSTEMS:

All crack repair "systems" are not the same. **ARMOR®**, the original fabric crack repair system, is the benchmark to which all other systems compare. Saying their crack repair system is "just as good as **ARMOR®**" doesn't mean it's true. Of the three most popular crack repair "systems", the **ARMOR® Crack Repair System** is the only one that utilizes the proven "slipsheet" technology described above. The completed **ARMOR®** repair is the widest of all repairs at thirty-six inches. Narrow repairs tend to delaminate. And, most importantly, **ARMOR®** employs two layers of expandable fabric over the crack, whereas the other systems use only one layer. Other systems are promoted as being "faster to install", since one layer is faster to install than two. But, two layers are proven to last twice as long.

## SURFACE PREPARATION:

The existing surface must be clean and contaminate free. The repair will not stick to dirt, mildew, pollen, dust, leaves, or loose paint. Scraping the surface of the court and blowing off all the debris is usually adequate; however, pressure washing the court surface is sometimes necessary. In those cases, the cracks should be filled first to prevent water from going into the cracks during pressure washing.

Remove all previous crack repair materials that are loose or not bonded well to the court, including any rubberized crack filling material. If you can peel up the old repairs or the existing surface coatings, then they must be removed in order to provide a sound base for the **ARMOR® Crack Repair System** to adhere. **This repair will only be as strong as the surface to which it is bonded.**

## INSTALLATION:

Installation of **ARMOR®** does not leave margin for error; therefore, it is not a do-it-yourself product. **ARMOR®** is sold to and installed by tennis court contractors who have the tools and experience necessary to understand the application. It is absolutely imperative that **ARMOR®** is installed according to our explicit DVD video instructions. Any deviation during installation may cause this system to fail.

## LIMITATIONS:

- Do not install when the temperature is below 70° F or when the temperature goes below 60° F overnight.
- Do not install on overcast days (direct sunlight, not high temperatures, dries the repair best).
- Do not install after it has rained. Give the cracks time to dry out.
- Do not install when rain is predicted or likely.
- Do not install on dirty, damp, or cold surfaces.
- Do not install on cracks that emit moisture.
- Do not install with in-line skating materials as they are too brittle to expand.
- Do not install using Asphalt Emulsion or over old or peeling Asphalt Emulsion.
- Do not use a rubber squeegee or broom to apply the glue and fabric.

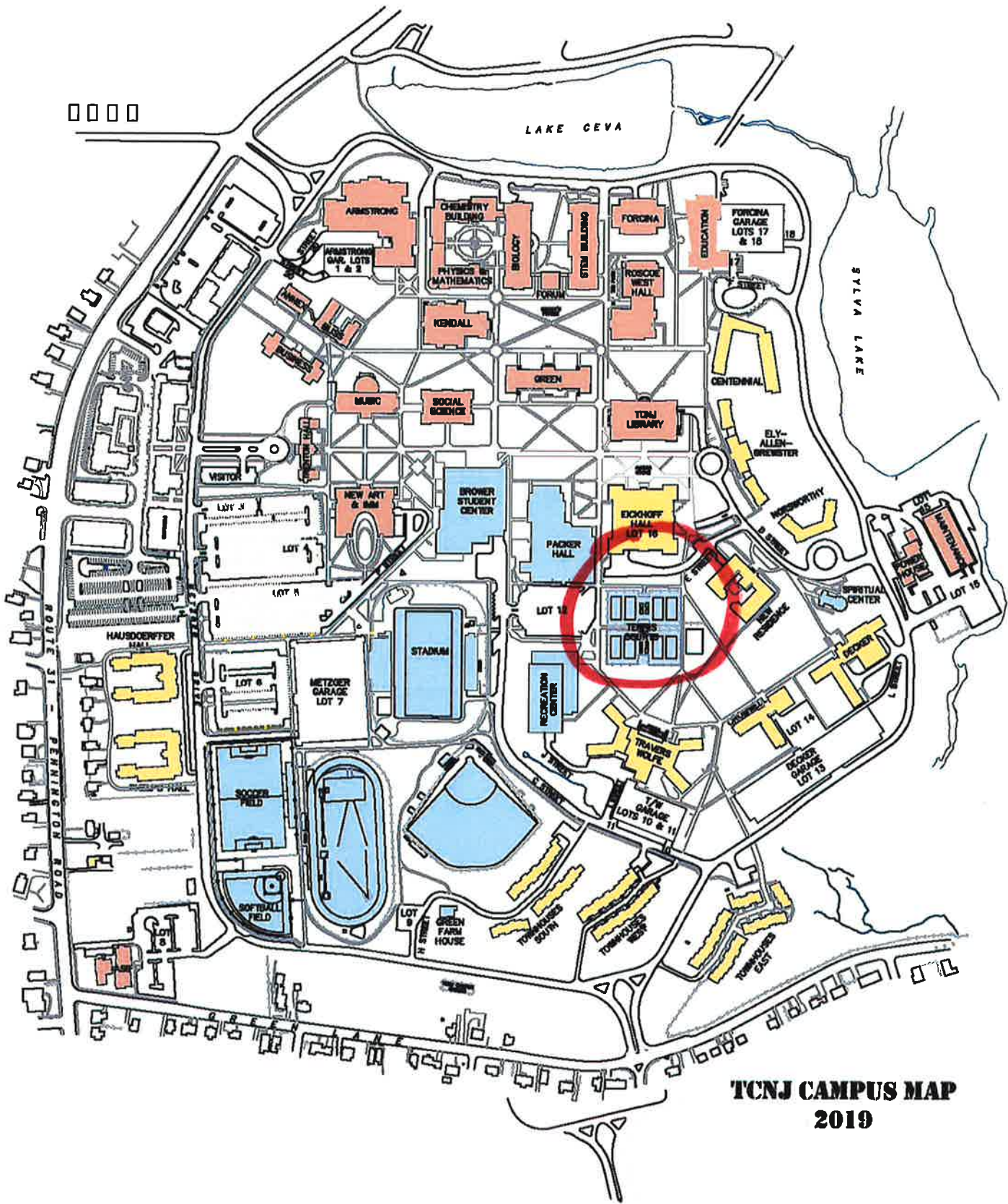
## WARRANTY:

The methods and techniques represented in the **ARMOR® Crack Repair System** literature have been used successfully to achieve the results described based on our many years of experience. The decision to use any of these methods or techniques, or to use this product, is solely the choice of the user. The **ARMOR® Crack Repair System** warrants our products to be of merchantable quality. There are no other warranties either expressed or implied or which extend beyond the description of the face hereof. We do not have control of the installer, the application process, the ingredients used, or the weather in which it was installed. In other words, we can not be responsible for job conditions nor quality of workmanship and, therefore, we can not warranty the completed **ARMOR® Crack Repair System**. This product is not designed to repair all types of cracks. Before using, the user shall determine the suitability of this product for the intended use and the user assumes all risk in connection therewith. This warranty gives you specific legal rights which may vary from state to state.



**ArmorCrackRepair.com • 877-99-ARMOR • 877-992-7667**

5050 Industrial Road, Farmingdale, NJ 07727 © 2015 A.S.T., LLC



**TCNJ CAMPUS MAP  
2019**



**SECTION 01010  
SUMMARY OF WORK**

**PART 1- GENERAL**

**1.01 RELATED DOCUMENTS**

Drawings and general provisions of the specifications, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.02 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Project consists of all work noted on the drawings and in these specifications for the 2011 ADA Project
  - 1. Project Location: The College of New Jersey, Ewing New Jersey
  - 2. Owner: The College of New Jersey, State of New Jersey

**1.03 CONTRACTS**

- A. The project contract is between The College of New Jersey and the single prime contractor performing the work specified.
- B. Definition of Extent of Contract Work: The contract documents, specifications, project drawings, manufacturer's installation handbooks, TCNJ form of agreement, and the contractors response to the RFP represent the extent of the construction contract.

**1.04 CONTRACTORS USE OF PREMISES**

- A. General: During the construction period the Contractor shall have full use of the premises for construction operations, including use of the site. The contractor's use of the premises is limited only by the Owner's right to perform work, retain other contractors on portions of associated projects, or to access the building for the occupants.
  - 1. Contractor is to coordinate their work with the activities for each work location.
- B. Use of the Site: Limit use of the premises to areas required for equipment and material storage and access to the roof area. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas immediately adjacent to the building where the work is being performed.
  - 1. Owner Occupancy: Allow for Owner occupancy and use by the public.
  - 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials unless previously approved by the owner. Schedule deliveries to minimize space and time requirements or storage of materials and equipment on -site.
  - 3. Burial of Waste Materials: Disposal of organic and hazardous materials on-site either by burial or burning, will not be permitted.
  - 3. Parking is allowed with in the construction fence only. If more parking is needed, there is additional parking provided at the colleges Carlton Avenue parking lot. The contractor is responsible to shuttle workers back and forth as needed.



- C. Use of the Existing Building: Maintain any existing building in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building, its contents, components, and systems and its occupants during the construction period.

PART 2 - PRODUCTS (Not Applicable)

PART 3- EXECUTION (Not Applicable)

END OF SECTION 01010

1 **SECTION 01025 – MEASUREMENT AND PAYMENT**

2  
3 PART 1 - GENERAL

4  
5 1.01 SCHEDULE OF VALUES

6  
7 A. Each Contractor shall prepare a schedule of values in coordination with the preparation of progress schedule.  
8 Correlate line items with other administrative schedules and forms required for the work, including progress  
9 schedule, payment request form, listing of subcontractors, schedule of allowances if any, schedule of  
10 alternates if any, listing of products and principal suppliers and fabricators, and schedule of submittals. Break  
11 down principal subcontract amounts into multiple line items for each entity of work. Round off to nearest  
12 whole dollar, but with total equal to Contract Sum. Submit 4 copies of schedule of values to the Owner and  
13 Architect for review and approval.

- 14  
15 • **Upon Owner/Architect approval, Owner will return the Schedule of Values to the Contractor for**  
16 **the Contractor to submit to the bonding company for their acceptance. Payments will not be made**  
17 **to the Contractor until the bonding company has provided a written acceptance to the Owner.**

18  
19 B. The schedule of values shall be tabulated into subcontracts and trades with the Quantity, Labor, Material, and  
20 Total Cost indicated. The Schedule of Values shall include such items as bonds, insurance, allowances and  
21 alternates, punchlist/close out documents and shall enclose copies of invoices and/or cancelled checks from  
22 bonding and insurance agents.

23  
24 C. Schedule of values shall be submitted on AIA Form G703 or similar form approved by the Architect and  
25 Owner.

26  
27 D. Each Contractor's monthly application for payment shall be in the same schedule form, reflecting the same  
28 items from above. Unit costs shall be realistic for their part of the Work.

29  
30 1.02 CHANGES IN THE WORK

31  
32 A. When a change in the Work includes a category or categories of Work both added to and deducted from the  
33 Contract, the total quantities of added Work and of deleted Work shall be determined separately for each  
34 category and the appropriate unit price or net cost of the Work shall be applied to the difference between the  
35 two total quantities.

36  
37 B. Unit prices shall be inclusive of all costs and shall be applied to units of measure as defined in the  
38 Specifications for each category of Work.

39  
40 C. For all extra Work performed by the Contractor, the gross cost to the Owner shall include the net cost of the  
41 Work to the Contractor plus an allowance for overhead and profit not to exceed 15% of the net cost.

42  
43 D. For all extra Work performed by a Subcontractor, the gross cost to the Owner shall include the net cost of the  
44 Work to the Subcontractor plus an allowance for overhead and profit not to exceed 15% of the net cost, plus  
45 the Prime Contractor's overhead and profit not to exceed 5% of the Subcontractor's cost.

46  
47 E. Net cost of extra Work shall be the actual or pro-rated cost of:

- 48 1. Labor, including foreman, at the prevailing rate of wages, contributions and taxes.
- 49 2. Materials entering permanently into the Work, including delivery to the site.
- 50 3. The ownership or rental cost of construction equipment and expendable tools, pro-rated for the time  
51 necessary for the Work.  
52  
53  
54  
55

1 4. Power and consumable supplies for the operation of power equipment, pro-rated for the time necessary  
2 for the Work.

3  
4 5. Insurance and Bonds.

5  
6 F. Gross costs shall be net costs plus the mark up allowances described above, such mark up allowances being  
7 inclusive, of all cost of superintendence, supervision, engineering, overhead, profit, administrative and site  
8 office expenses and all other general expenses.

9  
10 1.03 APPLICATIONS FOR PAYMENT

11  
12 A. Except as otherwise indicated, sequence of progress payments for the Contractor shall be regular, and each  
13 shall be consistent with previous applications and payments. It is recognized that certain applications involve  
14 extra requirements, including initial applications, applications at times of substantial completion, and final  
15 payment applications.

16  
17 B. Payment Application Forms: Use AIA Document G702 and G703 Continuation Sheets; available from  
18 Publications Distribution Div., The American Institute of Architects, 1735 New York Ave., N.W.,  
19 Washington, D.C. 20006 (also available at most local AIA chapter offices).

20  
21 C. Except as otherwise indicated, complete every entry provided on the form, including notarization and execu-  
22 tion by authorized persons. Incomplete applications will be returned by Architect and Owner without action.  
23 Entries shall match current data of schedule of values, progress schedules and reports. Listing shall include  
24 amounts of fully executed change orders issued prior to first day of the period of construction covered by  
25 application. Applications for payment shall include weekly payroll report. Contractor shall furnish to the  
26 Owner certified payroll reports for each payroll period with pay request, indicating name craft, social security  
27 number and actual hourly rate of wages paid to each workman employed on the project. A certified payroll  
28 record is defined as "a payroll record which is attested to by the employer, or corporate officer of such  
29 company, or an authorized agent of the employer." A payment request will not be paid until the Owner  
30 receives the certified payrolls.

31  
32 D. Submit one "pencil" copy of each proposed payment application to the architect and owner, for review, not  
33 less than seven days prior to formal submissions of application.

34  
35 E. Submit 4 executed copies of each payment application. Transmit with a transmittal form listing attachments,  
36 and recording appropriate information related to application.

37  
38 F. Breakdown may include a line item for General Conditions. General Conditions shall include the cost of  
39 general supervision, trailers, temporary utilities and other general expenses directly related to the project and  
40 not considered overhead. The general conditions item shall be billed on monthly progress payments on a  
41 percentage of work completed.

42  
43 1.04 INITIAL PAYMENT APPLICATION

44  
45 A. The principal administrative actions and submittals which shall precede or coincide with submittal of the  
46 Contractor's first payment application can be summarized as follows, but not necessarily by way of limitation.

47  
48 1. Listing of subcontractors and principal suppliers and fabricators.

49  
50 2. Schedule of values.

51  
52 3. Schedule of principal products.

53  
54 4. Schedule of submittals (preliminary if not final).



- 1 5. Copies of acquired building permits and similar authorizations and licenses from governing authorities  
2 for current performance of the work.
- 3
- 4 6. Data needed by Owner to secure related insurance coverages.
- 5
- 6 7. Performance and Payment Bond.
- 7
- 8 8. Insurance Certificates.
- 9

10 1.05 PROGRESS PAYMENTS

11  
12 A. Based upon application for payments submitted to the Architect and the Owner, by the Contractor, on or  
13 about the 25th day of each month for the period ending the last day of the previous second month, and  
14 Certificate of Payment issued by the Architect and the Owner, the Owner will make progress payments on  
15 account of the Contract Sum to the Contractor as follows:

- 16
- 17 1. On or after the 20th day of each month, the Contractor shall submit to the Architect and Owner a "pencil  
18 copy" indicating the previous payment and the proposed amounts for each line item for the current  
19 period. After review and approval or changes, the Contractor shall prepare the final billing for  
20 presentation to the Architect and Owner.
- 21
- 22 2. a. Whenever any contract, the total price of which exceeds \$100,000, entered into by a State college, for  
23 the construction, reconstruction, alteration or repair of any building, structure, facility or other  
24 improvement to real property, requires the withholding of payment of a percentage of the amount of the  
25 contract, the contractor may agree to the withholding of payments in the manner prescribed in the  
26 contract, or may deposit with the State college registered book bonds, entry municipal bonds, State  
27 bonds or other appropriate bonds of the State of New Jersey, or negotiable bearer bonds or notes of any  
28 political subdivision of the State, the value of which is equal to the amount necessary to satisfy the  
29 amount that otherwise would be withheld pursuant to the terms of the contract. The nature and amount  
30 of the bonds or notes to be deposited shall be subject to approval by the State college. For purposes of  
31 this section, "value" shall mean par value or current market value, whichever is lower.
- 32

33 If the contractor agrees to the withholding of payments, the amount withheld shall be deposited, with a  
34 banking institution or savings and loan association insured by an agency of the Federal government, in an  
35 account bearing interest at the rate currently paid by such institutions or associations on time or savings  
36 deposits. The amount withheld, or the bonds or notes deposited, and any interest accruing on such bonds  
37 or notes, shall be returned to the contractor upon fulfillment of the terms of the contract relating to such  
38 withholding. Any interest accruing on cash payments withheld shall be credited to the State college.

39

- 40 b. Any contract, the total price of which exceeds \$100,000, entered into by a State college involving the  
41 construction, reconstruction, alteration, repair or maintenance of any building, structure,  
42 facility or other improvement to real property, shall provide for partial payments to be made  
43 at least once each month as the work progresses, unless the contractor shall agree to deposit  
44 bonds with the State college pursuant to section 1.
- 45

- 46 c. 1. With respect to any contract entered into by a State college pursuant to section 2 for which the  
47 contractor shall agree to the withholding of payments pursuant to section 1, 2% of the amount  
48 due on each partial payment shall be withheld by the State college pending completion of the  
49 contract.
- 50

- 51 2. Upon acceptance of the work performed pursuant to the contract for which the contractor has  
52 agreed to the withholding of payments pursuant to subsection a. of this section, all amounts  
53 being withheld by the State college shall be released and paid in full to the contractor  
54 within 45 days of the final acceptance date agreed upon by the contractor and the State  
55 college, without further withholding of any amounts for any purpose whatsoever, provided

1 that the contract has been completed as indicated. If the State college requires  
2 maintenance security after acceptance of the work performed pursuant to the contract, such  
3 security shall be obtained in the form of a maintenance bond. The maintenance bond shall  
4 be no longer than two years and shall be no more than 100% of the project costs.  
5

6 d. This act shall take effect immediately. This bill supplements the "State College Contracts Law,"  
7 P.L.1986, c.43 (C.18A:64-52 et seq.), and applies to any State college contract for over \$100,000 which  
8 involves the construction, reconstruction, alteration or repair of any building, structure, facility or other  
9 improvement to real property. Under the provisions of this bill, whenever a contract of this type requires  
10 the withholding of payment of a percentage of the amount of the contract, the contractor would have the  
11 choice of either agreeing to a retainage deduction from each monthly progress payment, or the contractor  
12 could choose to deposit bonds in the amount necessary to satisfy the amount that otherwise would be  
13 withheld under the contract. If a contractor chooses a retainage deduction from each monthly payment,  
14 then the retainage would be limited to 2% of the amount due on each partial payment. Upon acceptance  
15 of the work performed pursuant to the contract for which the contractor has agreed to a retainage  
16 deduction, all amounts being withheld by the State college must be paid in full to the contractor within 45  
17 days of the final acceptance date agreed upon by the contractor and the State college. The bill provides  
18 that if the State college requires maintenance security after acceptance of the work performed under the  
19 contract, the security must be obtained in the form of a maintenance bond, which is required to be no  
20 longer than two years and no more than 100% of the project costs. The provisions of this bill are similar  
21 to provisions in the "Local Public Contracts Law," P.L.1971, c.198 (C.40A:11-1 et seq.) and the "Public  
22 School Contracts Law," P.L.1977, c.114 (C.18A:18A-1 47 et seq.).  
23

- 24 3. Upon substantial completion, the retainage shall, upon the Architect/Owner's approval, remain at 2% of  
25 the value of work completed. Final release of retained monies will occur only upon the total completion  
26 of all punch list and closeout documentation to the satisfaction of the Architect and Owner.  
27  
28 4. For each day's delay in the Contractor's submission of an application for payment acceptable to the Ar-  
29 chitect and Owner, the Owner may delay one day in making his progress payment.  
30  
31 5. Owner shall make payments within 30 days of receipt of said monthly pay requisition.  
32

33 1.06 APPLICATION AT TIME OF SUBSTANTIAL COMPLETION  
34

- 35 A. Following issuance of certificate of substantial completion on each Contractor's work, and also in part as  
36 applicable to prior certificates on portions of completed work as designated, a "special" payment application  
37 may be prepared and submitted by Contractor. The principal administrative actions and submittals which  
38 shall precede or coincide with such special applications can be summarized as follows, but not necessarily by  
39 way of limitation:  
40  
41 1. Occupancy permits and similar approvals or certifications by governing authorities and franchised  
42 services, assuring Owner's full access and use of completed work.  
43  
44 2. Warranties, guarantees, maintenance agreements and similar provisions of Contract Documents.  
45  
46 3. Test/adjust/balance records, maintenance instructions, meter readings, start up performance reports, and  
47 similar change over information germane to Owner's occupancy, use, operation and maintenance of  
48 completed work.  
49  
50 4. Final cleaning of the work.  
51  
52 5. Application for reduction (if any) of retainage, with consent of surety.  
53  
54 6. Advice to Owner on coordination of shifting insurance coverages, including proof of extended coverage  
55 as required.

1  
2 7. Listing of Contractor's incomplete work, recognized as exceptions to certificate of substantial comple-  
3 tion.  
4

5 1.07 FINAL PAYMENT APPLICATION  
6

7 A. The administrative actions and submittals which shall precede or coincide with submittal of the Contractor's  
8 final payment application can be summarized as follows, but not necessarily by way of limitation.  
9

- 10 1. Completion of project closeout requirements.  
11  
12 2. Completion of items specified for completion beyond time of substantial completion, regardless of  
13 whether special payment application was previously made.  
14  
15 3. Assurance, satisfactory to Owner and Owner, that unsettled claims will be settled and that work not  
16 actually completed and accepted will be completed without undue delay.  
17  
18 4. Transmittal of required project construction records to Owner via the Owner.  
19  
20 5. Proof, satisfactory to Owner and Owner, that taxes, fees and similar obligations of Contractor have been  
21 paid.  
22  
23 6. Removal of temporary facilities, services, surplus materials, rubbish and similar elements.  
24  
25 7. Notarized consent of surety for final payment.  
26

27 1.08 WAIVER OF LIENS  
28

29 A. Each Contractor, for himself, and for all Subcontractors and material men, agrees that no mechanic's lien or  
30 other claim shall be filed or maintained by the Contractor or by any Subcontractor, materialmen, laborer or  
31 any other person whatsoever for, or on account of any work performed or materials furnished under this  
32 Contract. This agreement shall be an independent contract, and the Contractor shall execute and deliver a  
33 separate Waiver of Liens in form and substance satisfactory to the Architect and Owner contemporaneously  
34 with the execution of the Owner-Contractor Agreement and before any work is begun at the site.  
35

36 B. In every subcontract entered into by each Contractor after execution of this Contract or in connection  
37 herewith, the Contractor shall incorporate a provision, similar to the foregoing paragraph, to the effect that  
38 neither the Subcontractor nor any party acting through or under him shall file or maintain any mechanic's lien  
39 or other claim against the Architect or Owner in connection with the Work.  
40

41 **END OF SECTION 01025**



1 **SECTION 01100 - PROJECT PROCEDURES**

2  
3 PART 1 - GENERAL

4  
5 1.01 SPECIAL REQUIREMENTS

- 6  
7 A. Schedule: Contractor shall provide a master schedule showing sequencing of work utilizing the CPM  
8 method. The Contractor shall supply a schedule with all subcontractor activities, relationships, and durations,  
9 utilizing the CPM method via SureTrak/Primavera, Version 3.0, or a Microsoft scheduling software to the  
10 Owner on a working version CDrom and coordinate their schedule with the Owner.  
11 • The Contractor is required to update at the end of each month the CPM Schedule based on the  
12 percentage completed for each activity on the approved schedule (in concert with the submission of the  
13 percentage completed in the monthly proposed schedule of values).  
14 • **The contractor in their bid includes a cost of \$500.00 per month for this schedule submission, for**  
15 **the duration of construction (per the milestone schedule in the bidding documents). This only**  
16 **applies to projects in excess of 2 million dollars in base price price. The contractors schedule of**  
17 **values shall include this cost, and can only be billed for upon TCNJ's successful receipt of said**  
18 **schedule. Should any schedule not be received at the end of any month during construction, TCNJ**  
19 **will issue a deduct change order in the amount of \$500.00 to the contractor.**  
20  
21 B. Each Contractor shall take all necessary precautions to ensure the safety of all structural elements during all  
22 phases of all work. No materials, cranes, trucks or any other construction loads shall be placed on any part of  
23 the structure until the Contractor has determined the adequacy of that structure to carry the intended load  
24 without damage or overstress.  
25  
26 C. Entrance into, or other use of the building will not be permitted except as may be necessary for the execution  
27 of the Work, and shall be subject to the restrictions and instructions of the Owner.  
28 **NOTE: any personnel working in any residence hall, including delivery personnel are to have a State**  
29 **Police Background check completed before entering any residence hall. Contractor is to provide**  
30 **the background check for all personnel at the kick off meeting, and/or prior to start of their**  
31 **work. Should a person not have a background check but is on site for a short period of time, said**  
32 **person shall be escorted by a TCNJ project manager/superintendent and /or a designated person**  
33 **that has provided the appropriate back ground check information. All back ground checks will**  
34 **be forwarded to TCNJ police for review and filing.**  
35 **NOTE: any personnel working in a residence hall must where a badge with the name of the**  
36 **vendor/contractor they work for and their personal name. This badge must be worn at all times.**  
37  
38 D. Routes of ingress and egress to areas where work is being performed shall be subject to the restrictions and  
39 instructions of the Owner.  
40  
41 E. Materials shall be moved through the Building using rubber tired vehicles which shall be properly controlled  
42 at all times to avoid damage to existing wall, floor or ceiling surfaces.  
43  
44 F. Water damage cannot be tolerated and it is incumbent upon Contractors to take any steps necessary to keep  
45 the existing premises dry at all times.  
46  
47 G. Any damage to the new building from heavy equipment, striking the Building or any other damage to any part  
48 of the premises shall be repaired at the expense of the Contractors.  
49  
50 H. All welding and cutting shall be performed by qualified and certified welders. Certificates shall be on file  
51 with the Contractor prior to commencement of any welding.  
52  
53 I. No work shall start before 8:30am.unless agreed to in advance with the College.  
54  
55 J. **All projects that require access to dormitories and apartments by contractor personnel require that**

1 **each person have a state police background check completed and the contractor is to provide a list of**  
2 **all potential personnel to work at the site, and provide a copy of the back ground checks to the TCNJ**  
3 **project manager prior to start of the work on the project. Should a person not have a back ground**  
4 **check as required herewith (such as a delivery person), this unchecked person must be accompanied by**  
5 **a representative of the contractor who has been checked.**  
6

7 PART 2 - PRODUCTS

8 NOT APPLICABLE  
9

10  
11 PART 3 - EXECUTION

12  
13 3.01 GENERAL

- 14  
15 A. Contractors shall perform the work on or about the premises in a careful manner with full consideration to fire  
16 protection as required by the National Fire Protection Association Standards, National Board of Fire  
17 Underwriters and State and Local Departments having jurisdiction. Fire resistant materials shall be used for  
18 temporary enclosures.  
19  
20 B. Chemical extinguishers approved by the Owner shall be provided by the General Contractor during the  
21 progress of the work where and as required by the Owner, the Local Fire Marshal and the National Board of  
22 Fire Underwriters.  
23  
24 C. The Contractor shall maintain an active program of fire prevention to keep workmen fire conscious during the  
25 entire life of the Contract. Designate one member of the organization to execute and coordinate fire control  
26 measures of his own organization and that of all subcontractors under his jurisdiction.  
27  
28 D. All sub-contractors shall cooperate with the Contractor in carrying out the above program.  
29  
30 E. Storage of flammable materials will not be permitted in the Building unless written permission is obtained  
31 from the Owner. Storage of all such materials shall be the Contractors' responsibility.  
32  
33 F. On-site open burning of rubbish, garbage, trade waste, leaves or plant life is prohibited.  
34  
35 G. Safety Program: The Contractor shall institute a safety program in accordance with OSHA and any local,  
36 state, or federal guidelines. The contractor shall name a safety officer to monitor this program and shall  
37 submit a safety report at job meetings.  
38  
39 H. Stockpiling: Stockpiling of materials on site will be allowed (but limited due to the limited space on this site).  
40 Such materials shall not impair or impede the functioning of the facility. Materials stored on site shall be  
41 secured to prevent loss from theft, damage, vandalism or fire. By stockpiling materials on site, the contractor  
42 assumes full responsibility for said materials, and shall protect them to the fullest extent possible. Specific  
43 locations for stockpiling materials shall be coordinated with the Architect, and Owner.  
44  
45 I. Safety Barriers: The Contractor shall erect safety barriers to deter and prohibit unauthorized access to the  
46 construction site; such barriers may take the form of fences and shall be clearly marked with signage  
47 prohibiting unauthorized access. The Contractor shall be responsible for safety barriers within the building.  
48 The contractor shall be liable for damages to persons or property due to the construction process if adequate  
49 safety measures are not undertaken. The Owner and Architect shall review safety precautions for their  
50 adequacy but shall not be held liable for Contractors failure to maintain or provide adequate protection.  
51  
52 J. Sequencing: The Contractor will work with the Sub-Contractors to sequence the work during the submission  
53 of monthly project schedules. Contractors shall endeavor to coordinate their work efforts with the Owner's  
54 requirements. Interruptions of utility services shall be coordinated with the Architect, and Owner, but in no  
55 instance shall last longer than 2 hours.

- 1  
2 K. Limited staging and on site parking will be provided by General Contractor. The Contractor will coordinate  
3 parking areas with all the subcontractors and TCNJ.  
4  
5 1. Parking will be available at Carlton Avenue. Contractor will provide shuttle service to and from the  
6 site.  
7  
8 2. Contractor will be permitted to have vehicles on site with in the construction fencing only. Contractor  
9 is to provide stone in all parking areas on site to prevent the buildup of ruts and mud, thus minimizing the  
10 amount of mud leaving the site and being left behind on TCNJ roads.  
11  
12 L. Site Utilities: Electric power and water are available on site. Toilet facilities will be made available by the  
13 Contractor. These facilities shall remain clean by the Contractors throughout the course of the project. The  
14 Contractors shall repair and/or replace any damaged fixtures, partitions, etc. The Electrical Sub-Contractor  
15 shall tie in a temporary power panel (or panels as required) for all trades to use during construction.  
16 Interruption of building services shall not occur without prior consent and coordination by the Owner and  
17 Owner.  
18  
19 1. Provide portable toilets for all construction personnel.  
20  
21 M. Construction Lighting: The Electrical Sub-Contractor shall run sufficient strings and fixtures to maintain a 50  
22 foot-candle/sq.ft.intensity of light throughout the project areas.  
23  
24 N. Dumpster Location and Cleanup: The Architect and Owner shall coordinate the dumpster location with the  
25 Contractors. The Contractor shall be responsible for obtaining, maintaining, and disposing of dumpsters, and  
26 shall maintain clean work areas throughout the course of the project.  
27 • Contractor is to provide adequate manpower during the entire course of the project to maintain the site  
28 in a clean, neat and professional manner. At a minimum the contractor is to clean the entire site  
29 twice per week (on different days) by picking up all debris in and around the site. Sweeping the  
30 entire building daily is required once the floor slabs are in place. Contractor is to place garbage cans  
31 on each floor minimum 3 per floor in designated locations to assist in keeping the site clean. The  
32 owner will not tolerate a building project that is not maintained in a professional manner at all times.  
33  
34  
35

### 36 3.02 PROGRESS MEETINGS

- 37  
38 A. Progress Meetings shall be held bi-weekly at the job site at a regular time and day mutually agreed upon. The  
39 frequency may be changed by the Architect or Owner to reflect current conditions. The Contractors, those of  
40 his/their subcontractors concerned with current progress or with scheduling of future progress, the Architect,  
41 the Owner, and the Owner shall each be represented at these job meetings by persons familiar with the details  
42 of the work and authorized to conclude matters relative to work progress, establishment of progress  
43 schedules, etc., as may be necessary to expedite completion of the work.  
44  
45 B. The Contractors and his/their subcontractors attending these meetings shall present complete and definite  
46 reports as to the status of their respective work, conditions of product and equipment manufacturer, labor  
47 availability, productivity and cooperation, shipping data, time of completion, sequence of the work, safety  
48 program, and any other information bearing upon the execution of the Contract or subcontract. For the  
49 Owner's convenience the Owner will chair the meetings.  
50

### 51 3.03 MONTHLY REPORTS

- 52 A. The Contractor is to provide TCNJ a brief monthly status report on the last working day of each month dividing  
53 the status of the project into the following categories (report must be complete in all respects, piece meal  
54 submissions will not be accepted):  
55 a. Project overview



- 1           b. Financial status
- 2           c. Updated project schedule
- 3           d. Change order request log
- 4           e. Submittal log
- 5           f. RFI log
- 6           g. Owner/Architect issues that need immediate resolution
- 7           h. Order/delivery issues

8  
9  
10       **B. The Contractor is to provide TCNJ with this monthly report, and include in their bid a cost of \$500.00**  
11       **per month for all projects in excess of 2 million dollars base bid price for the duration of the construction**  
12       **period as noted in the bidding milestone schedule. This total cost will be listed in the contractor's**  
13       **schedule of values and can be billed for on a monthly basis only if said report is received in whole as**  
14       **noted above. Should TCNJ not receive said complete report a deduct change order will be issued to the**  
15       **contractor for \$500.00 for that month.**

16  
17  
18       **END OF SECTION 01100**

1 **SECTION 01300 – SUBMITTALS AND SUBSTITUTIONS**

2  
3 PART 1 – GENERAL

4  
5 1.1 PROGRESS SCHEDULE / COORDINATION DRAWINGS

- 6  
7 A. The Contractor's schedule, shall coordinate with all trades to produce a coordinated CPM via  
8 Suretrak/Primavera version 3.0 or a Microsoft scheduling program schedule indicating the start and  
9 completion dates for each portion of the work as defined by the schedule of values, with the total time as  
10 defined by the contract time and milestone dates as set forth in these specifications. The Contractor's CPM  
11 schedule shall be submitted in electronic format (Suretrak 3.0 or a Microsoft Scheduling program) to and  
12 reviewed by the Owner and Architect prior to first application for payment. Any revisions or additional  
13 information requested by the Owner or Architect shall be provided. (No payment shall be made to any  
14 Contractor not providing a schedule that reflects their entire work).
- 15 • Also refer to Section 01100-1 – Project Procedures.
- 16  
17 B. The Contractor shall revise the progress schedule on a monthly basis as the work progresses reflecting therein  
18 any delays, including those not within the Contractor's control, or accelerations in the progress of the work.  
19 The progress schedule, as revised for any weekly period, shall be discussed at the bi-weekly job meetings  
20 with the, Owner, the Architect, and the Contractor and the major trades in order to insure that the percentage  
21 of actual completion of any portion of the work as called for in the progress schedule for that bi-weekly  
22 period is attained. Monthly updates to the progress schedule shall be made prior to application for payment.  
23  
24 C. Should any delay occur in the progress of the work or any portion thereof, the Contractor shall be required to  
25 implement all necessary measures to accelerate the construction, to meet the percentages of completion  
26 dictated by the progress schedule on the applicable dates, without additional cost to the Owner.

27  
28 1.2 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 29  
30 A. Shop drawings, product data and samples will not be processed by the Owner and/or Architect until the list of  
31 subcontractors, material suppliers and fabricators is submitted as required under Paragraph 3.12 of the General  
32 Conditions.
- 33 • The successful Contractor shall submit their list of proposed substitutions within 20 calendar days  
34 of the Contract Award.
  - 35 • The Architect shall be compensated on an hourly basis for review of all shop drawings or samples  
36 that do not meet the requirements of the contract documents after two submissions. The  
37 compensation shall be deducted from the contractor's contract via a deduct change order, or other  
38 means that both parties agree to.
- 39  
40 B. Coordinate preparation and processing of submittals with performance of the work so that work will not be  
41 delayed by submittals. Allow two weeks for review/approval by the Architect for the approval process.  
42 Allow additional time if processing must be delayed to permit coordination with subsequent submittals with  
43 others.
- 44  
45 C. Provide permanent marking on each submittal to identify Project, date, Contractor, subcontractor, submittal  
46 name, Specification section, drawing reference, and similar information to distinguish it from other  
47 submittals. Show Contractor's executed review and approval marking and provide space (5" x 7") for  
48 Architect's Action marking and space for Owner's review marking. Package each submittal appropriately for  
49 transmittal and handling. Submittals received, which are lacking the above information, will be returned  
50 without action. Submittals, which are received from sources other than through Contractor's office, will be  
51 returned without action.
- 52  
53 D. Each submission shall be complete, with all options clearly marked and with all components required for the  
54 assembly fully described and detailed. Submissions missing important information will be returned

- 1 unchecked.  
2
- 3 E. Transmittal Form: Submittals shall be accompanied by a transmittal form. Provide Contractor's certification  
4 on form, ready for execution, stating that information submitted complies with requirements of contract  
5 documents.  
6 • Transmit all submittals and shop drawings to the Architect or Engineer with a copy of the transmittal to  
7 the Owner.  
8
- 9 F. Except as otherwise indicated in individual work sections, comply with requirements specified herein for each  
10 indicated category of submittal. Provide and process intermediate submittals, where required between initial  
11 and final, similar to initial submittals.  
12
- 13 G. Maintain returned final set of samples at project site, in suitable condition and available for quality control  
14 comparisons by Architect, and by Owner.  
15
- 16 H. Do not proceed with installation of materials, products or systems until final copy of applicable shop  
17 drawings, product data and samples are in possession of Installer.  
18
- 19 I. Provide newly prepared shop drawings, on reproducible sheets, with graphic information at accurate scale,  
20 with company name of preparer indicated. Show dimensions and note which are based on field measurement.  
21 Identify materials and products in the work shown. Indicate compliance with standards, and special  
22 coordination requirements. Do not allow shop drawing copies without appropriate final Action markings by  
23 Architect to be used in connection with the work.  
24
- 25 1. Initial and Intermediate Submittals: One correctable translucent reproducible print and 5 blue line or  
26 black line prints; reproducible will be returned.  
27 2. Final Submittal: 6 prints, plus 3 additional prints where required for maintenance manuals; 4 will be  
28 retained and remainder will be returned, one of which shall be marked up and maintained by  
29 Contractor as "Record Document".  
30 3. Electronic submittals are acceptable in AutoCad format only. Contractor shall be responsible for  
31 printing and distribution of multiple copies as required.  
32
- 33 J. Collect required product data into one submittal for each unit of work or system; and mark each copy to show  
34 which choices and options are applicable to the project. Include manufacturer's standard printed  
35 recommendations for application and use, compliance with standards, application of labels and seals, notation  
36 of field measurements that have been checked, and special coordination requirements. Maintain one set of  
37 product data for each submittal at project site, available for reference by Architect and others.  
38
- 39 K. Submittals will be accepted from the Contractor only. Submittals received from other entities will be returned  
40 without review or action.  
41 1. Submittals received without a transmittal form will be returned without review or action.  
42 2. Transmittal form: Use a form matching the sample form attached to this section. Include the  
43 following:  
44 a. List of deviations.  
45 b. The Contractor's certification signature.  
46 3. Fill out a separate transmittal form for each submittal; also include the following:  
47 a. Other relevant information.  
48 b. Request for additional information.  
49
- 50 L. Do not submit product data, or allow its use on the project, until compliance with requirements of Contract  
51 Documents has been confirmed by Contractor. Submittal is for information and record unless otherwise  
52 indicated. Initial submittal is final submittal unless returned promptly by Architect marked with an Action that  
53 indicates and observed noncompliance. Submit 6 copies, plus 3 additional copies, which will be returned,  
54 where required for maintenance manuals.  
55 1. Electronic submittals are acceptable in 8 ½" x 11" format only.

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- M. Provide three (3) samples identical with final condition of proposed materials or products for the work. Include range samples, not less than 3 units, where unavoidable variations between units of each set. Provide full set of optional samples where Architect's selection is required. Prepare samples to match Architect's sample where so indicated. Include information with sample to show generic description, source or products name and manufacturer, limitations, and compliance with standards. Samples are submitted for review and confirmation of color, pattern, texture and kind by Architect. Architect will not test samples, except as otherwise indicated, for compliance with other requirements, which are therefore the exclusive responsibility of the Contractor.
- N. Upon receipt of a signed copy of the Architects' Waiver form, electronic copies of CAD drawings of the Contract Documents will be provided by the Architect for Contractor's use in preparing submittals. Copy of Waiver form is attached.
- O. Product Selection Procedures: Procedures for product selection include the following:
  - 1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the named product or an equivalent.
  - 2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product of the manufacturer or source that complies with requirements, or an equivalent.
  - 3. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements, or an equivalent. Comply with provisions of "Product Options and Substitutions," Section 1.4 of Division 1300 of these specifications when submitting an equivalent product.
  - 4. Manufacturers: Where specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed, or an equivalent, that complies with requirements. Comply with provisions of "Product Options and Substitutions," Section 1.4 of Division 1300 of these specifications when submitting an equivalent product.
  - 5. Product Options: Where Specification paragraphs or subparagraphs refer to "Product Options and Substitutions," indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system; provide the specific product or system or an equivalent product or system by another manufacturer. Comply with provisions of "Product Options and Substitutions," Section 1.4 of Division 1300 of these specifications when submitting an equivalent product.
  - 6. Basis of Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Products" introduce or refer to a list of manufacturers' names, provide either the specified product or an equivalent. Drawings and Specifications indicate sizes, profiles, dimensions and other characteristics that are based on the product names. Comply with the provisions of "Product Options and Substitutions," Section 1.4 of Division 1300 of these specifications when submitting an equivalent product.

1.3 MISCELLANEOUS SUBMITTALS

- A. Miscellaneous submittals related directly to the work include warranties, maintenance agreements, workmanship bonds, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as

1 shop drawings, product data or samples.  
2

3 B. Refer to sections for specific general requirements on warranties, product/workmanship bonds, and  
4 maintenance agreements. In addition to copies desired for Contractor's use, furnish 2 executed copies, except  
5 furnish 3 additional copies where required for maintenance manuals.  
6

7 C. For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases,  
8 jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents,  
9 correspondence and records established in conjunction with compliance with standards and regulations  
10 bearing upon performance of the work.  
11

## 12 1.4 PRODUCT OPTIONS AND SUBSTITUTIONS

### 13 A. DEFINITIONS

14  
15  
16 1. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken  
17 from previously purchased stock. The term "product" includes the terms "material," "equipment,"  
18 "system," and terms of similar intent.  
19

20 a. Named Products: Items identified by manufacturer's product name, including make or model  
21 number or other designation, shown or listed in manufacturer's published product literature, that  
22 is current as of date of the Contract Documents.

23 b. New Products: Items that have not previously been incorporated into another project or  
24 facility, except that products consisting of recycled-content materials are allowed, unless  
25 explicitly stated otherwise. Products salvaged or recycled from other projects are not  
26 considered new products.

27 c. Equivalent Product: Product that is demonstrated and approved through submittal process, or  
28 where indicated as a product substitution, to have the indicated qualities related to type,  
29 function, dimension, in-service performance, physical properties, appearance, and other  
30 characteristics that equal or exceed those of specified product.  
31

32 2. Substitutions: Changes in products, materials, equipment, and methods of construction from those  
33 required by the Contract Documents and proposed by Contractor.

34 3. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and  
35 accompanied by the words "basis of design," including make or model number or other designation, to  
36 establish the significant qualities related to type, function, dimension, in-service performance, physical  
37 properties, appearance, and other characteristics for purposes of evaluating comparable products of  
38 other named manufacturers.

39 4. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a  
40 particular product and specifically endorsed by manufacturer to Owner.

41 5. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either  
42 to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.  
43

### 44 B. General Requirements:

45  
46 1. The requirements for substitutions do not apply to specified Contractor options on products and  
47 construction methods. Revisions to Contract Documents, where requested by Owner or Architect are  
48 changes, not substitutions. Contractor's determination of and compliance with governing regulations  
49 and orders issued by governing authorities do not constitute substitutions and do not constitute a basis  
50 for change orders. Otherwise, Contractor's requests for changes in products, materials, and methods of  
51 construction required by Contract Documents are considered requests for substitutions, and are subject  
52 to requirements hereto.

53 2. To the greatest extent possible, provide products, materials and equipment of a singular generic kind  
54 and from a single source.

55 3. Where more than one choice is available as options for Contractor's selection of a product or material,

- 1 select an option that is compatible with other products and materials already selected. Total  
2 compatibility among options is not assured by limitations within Contract Documents, but shall be  
3 provided by Contractor. Compatibility is a basic general requirement of product/material selections.  
4 4. Any and all contractor substitutions that require additional work by other trades not specifically called  
5 for in the documents shall be paid for by the contractor requesting the substitution if any other trade  
6 increase is required.  
7 5. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or  
8 other considerations, after deducting additional responsibilities Owner must assume. Owner's  
9 additional responsibilities may include compensation to Architect for redesign and evaluation services,  
10 increased cost of other construction by Owner, and similar considerations.  
11

12 C. Submittals: Submit 6 copies, utilizing Substitution Request Form, CSI Form 13.1.A, fully identified for  
13 product or method being requested for substitution, including related specification section and drawing  
14 numbers, and fully documented to show compliance with requirements for substitutions. Include product  
15 data/drawings, description of methods, samples where applicable, Contractor's details comparison of  
16 significant qualities between specified item and proposed substitution, statement of effect on construction  
17 time and coordination with other affected work and contractors, cost information or proposal, warranty  
18 information, compatibility with other work, approval of all authorities having jurisdiction, and Contractor's  
19 statement to the effect that proposed substitution will result in overall work equal to or better than work  
20 originally indicated.  
21

22 D. Contractor's options for selecting products are limited by Contract Documents requirements, and governing  
23 regulations. Required procedures include, but are not necessarily limited to, the following for various  
24 indicated methods or specifying:  
25

- 26 1. Single product/manufacturer name; provide product indicated or equivalent, except advise Architect  
27 before proceeding, where known that named product is not a feasible or acceptable selection.  
28 2. Two or more product/manufacturer names; provide one of the named products or equivalent, at  
29 Contractor's option; but excluding products which do not comply with requirements. Advise Architect  
30 before proceeding.  
31 3. Equivalent; where named products in Specifications text are accompanied by the term "or equivalent",  
32 or other language of similar effect, comply with those Contract Documents provisions concerning  
33 substitutions for obtaining Architect's approval of equivalent product.  
34 4. Named, except as otherwise indicated, is defined to mean manufacturer's name for product, as  
35 recorded in published product literature, of latest issue as of date of Contract Documents. Refer  
36 requests to use products of a later or earlier model to Architect for acceptance before proceeding.  
37 5. Where compliance with an imposed standard, code or regulation is required, selection from among  
38 products that comply with requirements including those standards, codes and regulations, is  
39 Contractor's option.  
40 6. Provide products which comply with specific performances indicated, and which are recommended by  
41 manufacturer, in published product literature or by individual certification, for application indicated.  
42 Overall performance of a product is implied where product is specified for specific performance.  
43 7. Provide products that have been produced in accordance with prescriptive requirements, using  
44 specified ingredients and components, and complying with specified requirements for mixing,  
45 fabricating, curing, finishing, testing and similar operations in manufacturing process.  
46 8. Where matching of an established sample is required, final judgment of whether a product proposed by  
47 Contractor matches sample satisfactorily is Architect's judgment. Where no product within specified  
48 cost category is available, which matches sample satisfactorily and complies with requirements,  
49 comply with Contract Document provisions concerning substitutions for selection of a matching  
50 product outside established cost category or not complying with requirements.  
51 9. Where specified product requirements include "...as selected from manufacturer's full range of colors,  
52 patterns, textures..." or words of similar effect, the selection of manufacturer and basic product data is  
53 to comply with requirements of the Contract, and selection shall be from the full range of products  
54 within the requirements. Where specified product requirements include "... as the industry...", or  
55 words to that effect, selection of product complying with requirements, is Architect's selection,



1 including designation of manufacturer, where necessary to obtain desired color, pattern or texture.  
2

3 E. Substitutions may be permitted by the Architect, if, in his opinion, the requirements of the proposed  
4 substitution comply with the requirements specified for the material, article or piece of equipment; however,  
5 the Architect is not required to permit substitution pursuant to the case of Whitten Corporation vs. Paddock,  
6 Incorporated, United States District Court, Massachusetts, April 12, 1974, affirmed by the Federal First  
7 Circuit Court, December 14, 1974.  
8

9 F. After award of contract, the Contractor may submit substitutes to the Architect for review, fully documented  
10 and certified, and accompanied by a proposal for a reduction in the Contract Sum.  
11

12 G. Contractor's request for substitution will be received and considered when extensive revisions to Contract  
13 Documents are not required and changes are in keeping with general intent of Contract Documents; when  
14 timely, fully documented and properly submitted; and when one or more of following conditions is satisfied,  
15 all as judged by Architect. Otherwise, requests will be returned without action except to record  
16 noncompliance with these requirements.  
17

- 18 1. Where request is directly related to an "equivalent" clause or other language of same effect in Contract  
19 Documents.
- 20 2. Where required product, material or method cannot be provided within Contract Time, but not as a  
21 result of Contractor's failure to pursue the work promptly or coordinate various activities properly.
- 22 3. Where required product, material or method cannot be provided in a manner which is compatible with  
23 other materials of the work, or cannot be properly coordinated therewith, or cannot be warranted  
24 (guaranteed) as required, or cannot be used without adversely affecting Owner's insurance coverage on  
25 completed work, or will encounter other substantial noncompliances which are not possible to  
26 otherwise overcome except by making requested substitution, which Contractor thereby certifies to  
27 overcome such incompatibility, uncoordination, nonwarranty, noninsurability or other noncompliance  
28 as claimed.
- 29 4. Where substantial advantage is offered Owner, in terms of cost, time or other valuable considerations,  
30 after deducting offsetting responsibilities Owner may be required to bear, including additional  
31 compensation to Architect for redesign and evaluation services, increased cost of other work by Owner  
32 or separate Contractors, and similar considerations.  
33

34 H. Contractor's submittal of, and Architect's acceptance of, shop drawings, product data or samples which  
35 indicate work not complying with requirements of Contract Documents, does not constitute an acceptable and  
36 valid request for, nor approval of, a substitution.  
37

#### 38 I. QUALITY ASSURANCE 39

40 Compatibility of Options: If Contractor is given option of selecting between two or more products for use on  
41 Project, product selected shall be compatible with products previously selected, even if previously selected  
42 products were also options.  
43

- 44 1. Each contractor is responsible for providing products and construction methods compatible with  
45 products and construction methods of other contractors.
- 46 2. If a dispute arises between contractors over concurrently selectable but incompatible products,  
47 Architect will determine which products shall be used.  
48

#### 49 J. EQUIVALENT PRODUCTS 50

51 Where products or manufacturers are specified by name, Contractor must submit the following, in addition to  
52 other required submittals, to obtain approval of an unnamed product proposed as an equivalent:  
53

- 54 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents,  
55 that it is consistent with the Contract Documents and will produce the indicated results, and that it is

- 1 compatible with other portions of the Work.
- 2 2. Detailed comparison of significant qualities of proposed product with those named in the
- 3 specifications. Significant qualities include attributes such as performance, weight, size, durability,
- 4 visual effect, and specific features and requirements indicated.
- 5 3. Evidence that proposed product provides specified warranty.
- 6 4. List of similar installations for completed projects with project names and addresses and names and
- 7 addresses of architects and owners, if requested.
- 8 5. Samples, if requested.
- 9

10 1.5 OPERATION AND MAINTENANCE INSTRUCTIONS AND EQUIPMENT WARRANTIES

11

- 12 A. The Contractor shall orient and instruct the responsible maintenance personnel designated by the Owner in
- 13 the Operation of all equipment and shall provide the maintenance personnel with pertinent literature and
- 14 operational manuals for all equipment. Date and time of demonstrations shall be mutually agreed upon with
- 15 the Owner. Provide qualified personnel for as long as necessary to fully orient and instruct the Owner.
- 16 Contractor shall videotape instruction session and provide owner with completed video.
- 17
- 18 B. The manuals shall be submitted in (quadruplicate) 3-ring loose-leaf type binders to the Architect for approval
- 19 with all additional information that the Architect may request and considers necessary for the proper servicing
- 20 and maintenance of all equipment. Manuals are to include plain paper copies of approved shop drawings and
- 21 catalog cuts. The quality of the copies may be subject to approval by the Architect. Upon completion and
- 22 approval, 3 copies will be forwarded to the Owner and one copy retained by the Architect.
- 23
- 24 C. Manuals shall include no less than the following:
- 25 1. Operating Procedures:
- 26 a. Typewritten procedures indicating each mode of operation of each piece of equipment or
- 27 system. Procedures shall indicate the status of each component of a system in each operating
- 28 mode.
- 29 b. Procedures shall indicate names, symbol numbers, valve tags, circuit numbers, schematic
- 30 control and wiring diagrams, locations of thermostats, manual starters, control cabinets, and
- 31 other controls of each system.
- 32 c. Emergency shutdown procedures for each piece of equipment or system, both automatic and
- 33 manual as appropriate.
- 34 2. Maintenance Schedule: Typewritten schedule describing manufacturer's recommended schedule of
- 35 maintenance and maintenance procedures.
- 36 3. Catalog cuts and shop drawings:
- 37 a. Catalog cuts shall clearly indicate the exact model and type of each piece of equipment installed
- 38 in the Project, including all options provided.
- 39 b. Catalog cuts shall fully describe equipment including physical, electrical, mechanical and other
- 40 characteristics, performance characteristics and installation or erection diagrams.
- 41 c. Catalog cuts shall indicate spare part numbers and name, address and telephone number of local
- 42 representative or service department.
- 43 4. Typewritten list of all subcontractors on the Project including name, address, telephone number and
- 44 responsibility on the Project.
- 45 5. Manuals shall be indexed with dividers indicating each system or piece of equipment.
- 46 6. Warranties, permits, inspection stickers/approvals and Certificate of Occupancy are to be included.
- 47
- 48 D. Required equipment warranties shall be submitted in three copies to the Architect.
- 49
- 50 E. The Contractor shall video tape all instructional sessions and demonstrations and provide the Owner with a
- 51 copy of the videotape at the end of all demonstrations.
- 52

53 PART 2 - PRODUCTS  
54 NOT APPLICABLE

1 PART 3 - EXECUTION

2  
3 3.1 ACTION ON SUBMITTALS

- 4  
5 A. One copy of all submissions will be returned to the Contractor for his files. The Contractor shall mark up  
6 other copies so as to conform with the copy returned to him and forward them to all interested Contractors,  
7 Subcontractors, and Suppliers.  
8  
9 B. The Architect will review and stamp submitted shop drawings in one of the following ways (the actual stamp  
10 may be different; below language is shown for an example only)  
11 1. "No Exceptions Taken": Approved.  
12 2. "Make Corrections Noted": Approved, provided the work complies with corrections marked on the  
13 submittal.  
14 3. "Revise and Resubmit": Do not commence work of this submittal. Revise and resubmit or prepare a  
15 new submittal; comply with notations marked on submittal.  
16 4. "Rejected": Fundamentally not in compliance. Prepare a new submittal. No notations or comments  
17 made.  
18  
19 C. Work shall be executed in accordance with "Approved", "Approved As Noted", or "Resubmit for Record"  
20 stamp only.  
21  
22 D. Architect's review of shop drawings/submittals will constitute checking for general arrangement only, and  
23 shall not relieve the Contractor of responsibility for complete compliance with Drawings and Specifications.  
24 Contractor shall be responsible for quantities and dimensions to assure a proper fit under field conditions.  
25

26 3.2 DISTRIBUTION

- 27  
28 A. Provide additional distribution of submittals, not included in foregoing copy submittal requirements, to  
29 subcontractors, suppliers, fabricators, installers, governing authorities and others as necessary for proper  
30 performance of the work. Include such additional copies in transmittal to Architect where required to receive  
31 Action marking before final distribution. Show such distributions on transmittal forms.  
32

33 3.3 COLOR SELECTIONS

- 34  
35 A. All colors for all finished surfaces and materials will be selected or approved by the Architect. The color  
36 selections will be made at **one time** to provide a complete and coordinated color schedule which, upon  
37 acceptance of the Owner, will be provided to the Contractor. Any and all specific color selections for  
38 materials not noted on drawings or in specification shall be chosen by Architect after submittal of samples.  
39  
40 B. It is imperative that **all** color information be submitted to the Architect by the Contractor before color  
41 selections can be made. If any color selection information is not available when colors are needed to meet the  
42 project schedule, the Architect will select colors from one of the named manufacturers in the Specifications,  
43 and the Contractor will be required to exactly match that color. A claim for delay will not be accepted if the  
44 color schedule is late due to the failure of the Contractor to provide the Architect with all required color  
45 information, nor will an extra be entertained if the selected color is not available from the manufacturer the  
46 Contractor intended to use but neglected to submit.  
47  
48 C. The Contractors are reminded of the requirement to declare all substitutions within 20 days of execution of  
49 their Contract as specified.

50 **END OF SECTION 01300**

1 **SECTION 01310 - QUALITY CONTROL**

2  
3 **PART 1 - GENERAL**

4  
5 1.01 TRADESMEN AND WORKMANSHIP

- 6  
7 A. Each Contractor shall ensure that tradesmen performing work at site are skilled and knowledgeable in  
8 methods and craftsmanship needed to produce required quality levels for workmanship in completed work.  
9 Remove and replace work which does not comply with workmanship standards as specified and as recognized  
10 in the construction industry for applications indicated. Remove and replace other work damaged or  
11 deteriorated by faulty workmanship or its replacement.  
12  
13 B. In certain instances, specification text requires that specific work be assigned to specialists or expert entities,  
14 who shall be engaged for performance of those units of work. These shall be recognized as special  
15 requirements over which Contractor has no choice or option. These assignments shall not be confused with,  
16 and are not intended to interfere with, normal application of regulations, union jurisdictions and similar  
17 conventions. One purpose of such assignments is to establish which party or entity involved in a specific unit  
18 of work is recognized as "expert" for indicated construction processes or operations. Nevertheless, final  
19 responsibility for fulfillment of entire set of requirements remains with Contractor.  
20

21 1.02 INSPECTION, TESTS AND REPORTS

- 22  
23 A. Required inspection and testing services are intended to assist in determination of probable compliances of  
24 the work with requirements, but do not relieve any Contractor of responsibility for those compliances, or for  
25 general fulfillment of requirements of Contract Documents. Specified inspections and tests are not intended to  
26 limit any Contractor's quality control program. Afford reasonable access to agencies performing tests and  
27 inspections.  
28  
29 B. Contractors are responsible for all testing associated with their work (foundations, soils compaction, concrete,  
30 steel, roof material testing etc.) and shall submit the name of their proposed testing agency within 15 days of  
31 Notice-to-Proceed. Each Contractor is responsible to coordinate the activities of the testing agency to assure  
32 that work is tested prior to being covered up or other activities associated to the work begin.  
33

34 1.03 ROOF DRAIN TESTING

- 35 A. Pre-Construction Testing: Prior to the start of any work on the roof, the Contractor shall water-flow test all  
36 roof drains (5 minutes at each drain), to determine if any full or partial drain clogs exist in the drainage  
37 system.  
38  
39 1. The Owner shall have a representative at the test.  
40 2. The results of the testing shall be reported to the Owner, in writing, prior to the start of work.  
41 3. The Owner will be responsible for correction of any drain-age problems reported by the Contractor  
42 prior to the start of work.  
43 4. Any drains, piping or other components, whether exposed, concealed, below grade, etc., found to be  
44 clogged after the start of construction, and not reported to the Owner prior to the start of construction,  
45 shall be cleared, repaired or replaced as required to restore full drainage capacity. All work shall be  
46 performed by the Contractor at no additional cost to the Owner, including patching, repair or re-

1 placement of any materials, finishes, landscaping, etc., disturbed in gaining access to drainage  
2 components.

3  
4 B. Post-Construction Testing: When all work reaches substantial completion, the Contractor shall water-flow test  
5 all roof drains (5 minutes at each drain), to determine if any full or partial drain clogs exist in the drainage  
6 system.

7  
8 1. The Owner shall have a representative at the test.

9 2. Report the results of testing to the Owner in writing prior to preparation of the final punchlist  
10 inspection.

11 3. Any drains, piping or other components, whether exposed, concealed, below grade, etc., found to be  
12 clogged shall be cleared, repaired or replaced as required to restore full drainage capacity. All work  
13 shall be performed by the Contractor at no additional cost to the Owner, including patching, repair or  
14 replacement of any materials, finishes, landscaping, etc., disturbed in gaining access to drainage  
15 components.

16  
17 1.04 ROOF DRAIN PROTECTION

18  
19 A. Contractor is to make every effort to prevent materials from entering roof drains. Contractor is to install roof  
20 rain filters prior to removal of any roof materials.

21  
22 B. All debris is to be cleaned away from drains at the end of each day.

23  
24 PART 2 - PRODUCTS

25  
26 2.01 ROOF DRAIN FILTERS

27  
28 A. Tiddy Gutter DF100001 Roof Drain Foam Filter or Equal.

29  
30 PART 3 - EXECUTION

31  
32 3.01 REPLACEMENT OF WORK

33  
34 A. The Contractor shall, within 24 hours after rejection of Work, remove all materials and equipment so rejected  
35 and immediately replace said Work, at his cost, to the satisfaction of the Architect. Should the Work of the  
36 Owner or other Contractors be damaged by such removal or replacement, the Contractor shall reimburse the  
37 Owner or other Contractors for all cost incurred for correcting said damage.

1  
2 3.02 EXAMINATION  
3

- 4 A. Existing Conditions: The existence and location of site improvements, utilities, and other construction  
5 indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and  
6 location of mechanical and electrical systems and other construction affecting the Work.  
7  
8 1. Before construction, verify the location and points of connection of utility services.  
9  
10 B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as  
11 existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of  
12 underground utilities and other construction affecting the Work.  
13  
14 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer,  
15 storm sewer, and water-service piping; and underground electrical services.  
16 2. Furnish location data for work related to Project that must be performed by public utilities serving  
17 Project site.  
18  
19 C. Acceptance of Conditions prior to work starting: Examine substrates, areas, and conditions, with Installer or  
20 Applicator present where indicated, for compliance with requirements for installation tolerances and other  
21 conditions affecting performance. Record observations.  
22  
23 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is  
24 required by other Sections, include the following:  
25  
26 a. Description of the Work.  
27 b. List of detrimental conditions, including substrates.  
28 c. List of unacceptable installation tolerances.  
29 d. Recommended corrections.  
30  
31 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or  
32 primers.  
33 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections  
34 before equipment and fixture installation.  
35 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.  
36 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the  
37 Work indicates acceptance of surfaces and conditions.

38 3.03 PREPARATION  
39

- 40 A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move,  
41 or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or  
42 affected by construction. Coordinate with authorities having jurisdiction.  
43  
44 B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless  
45 permitted under the following conditions and then only after arranging to provide temporary utility services  
46 according to requirements indicated:  
47  
48 1. Notify Owner not less than two days in advance of proposed utility interruptions.  
49 2. Do not proceed with utility interruptions without Owner's/Owner's written permission.  
50  
51 C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements  
52 before installing each product. Where portions of the Work are indicated to fit to other construction, verify  
53 dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule  
54 with construction progress to avoid delaying the Work.



- 1  
2 D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on  
3 Drawings.  
4  
5 E. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification  
6 of the Contract Documents, submit a request for information to Architect. Include a detailed description of  
7 problem encountered, together with recommendations for changing the Contract Documents.  
8

9 3.04 CONSTRUCTION LAYOUT

- 10  
11 A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in  
12 relation to existing conditions and dimensions. If discrepancies are discovered, notify Architect and Owner  
13 promptly.  
14

15 3.05 INSTALLATION

- 16  
17 A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as  
18 indicated.  
19

- 20 1. Make vertical work plumb and make horizontal work level.  
21 2. Where space is limited, install components to maximize space available for maintenance and ease of  
22 removal for replacement.  
23

- 24 B. Comply with manufacturer's written instructions and recommendations for installing products in applications  
25 indicated.  
26

- 27 C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions  
28 required for product performance until Substantial Completion.  
29

- 30 D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in  
31 excess of that expected during normal conditions of occupancy.  
32

- 33 E. Tools and Equipment: Only use the best quality tools and equipment with proper attenuations for the latest  
34 acceptable sound levels.  
35

- 36 F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place,  
37 accurately located and aligned with other portions of the Work.  
38

- 39 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed  
40 by Architect.

- 41 2. Allow for building movement, including thermal expansion and contraction.  
42

- 43 G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints  
44 for the best visual effect. Fit exposed connections together to form hairline joints.  
45

- 46 H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.  
47

48 **END OF SECTION 01310**

1 **SECTION 01320 - TEMPORARY FACILITIES**

2  
3 PART 1 - GENERAL

4  
5 1.01 DESCRIPTION OF REQUIREMENTS

- 6  
7 A. Specific administrative and procedural minimum actions are specified in this section, as extensions of provisions in General Conditions and other Contract Documents. Nothing in this section is intended to limit types and amounts of temporary work required, and no omission from this section will be recognized as an indication that such temporary activity is not required for successful completion of the work and compliance with requirements of Contract Documents.
- 8  
9  
10  
11  
12  
13 B. Each Contractor is specifically assigned certain responsibilities for temporary facilities to be used by all Contractors, other entities at the site, the Owner's work forces and other personnel including occupants of the project, the Owner, the Architect, test agencies, personnel of governing authorities, and similar entities and personnel authorized to be at the project site during construction. In general, each Contractor is assigned the responsibilities for installation, operation and removal of each temporary facility which is related by recognized trades to its scope of contract work; and, except as otherwise indicated, each is responsible for costs and use charges associated therewith, including fuel, power usage, water usage and similar usage costs. The Contractor is responsible for temporary facilities not related to any other Contractor's scope of contract work and not otherwise specifically assigned, as designated by the Architect.
- 14  
15  
16  
17  
18  
19  
20  
21  
22  
23 C. No costs or usage charges for temporary facilities are chargeable to the Owner, nor can any Contractor's cost or usage charges for temporary facilities be accepted as the basis for a change order extra. The total costs and usage charges for temporary facilities are included, collectively, in the Contract Amounts.

24  
25  
26  
27 1.02 GENERAL REQUIREMENTS

- 28  
29 A. Each Contractor shall provide and operate all hoists, cranes, helicopters and furnish and erect all ladders and scaffolding required by him and his subcontractors, constructed to afford proper protection to craftsmen, their Work and other Work in progress and previously executed.

30  
31  
32  
33 1.03 JOB CONDITIONS

- 34  
35 A. Each Contractor shall establish and initiate use of each temporary facility at time first reasonably required for proper performance of the total work of project. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.
- 36  
37  
38  
39 B. Each Contractor shall install, operate, maintain and protect temporary facilities in a manner and at locations that will be safe, nonhazardous, sanitary, protective of persons and property, and free of deleterious effects.

40  
41  
42 1.04 ENVIRONMENTAL PROTECTION

- 43  
44 A. Each Contractor shall provide facilities, establish procedures, and conduct construction activities in a manner that will ensure compliance with environmental and other regulations controlling construction activities at project site. The Contractor shall designate one person, the Construction Superintendent or other, to enforce strict discipline on activities related to generation of wastes, pollution of air/water/soil, generation of noise, and similar harmful or deleterious effects which might violate regulations or reasonably irritate persons at or in vicinity of project site. Anti-pollution measures required by D.E.P., as applicable are to be followed.

45  
46  
47  
48  
49  
50  
51 1.05 SECURITY

- 52  
53 A. The Contractor shall maintain complete security on the site at all times during and outside of normal working hours to protect the Work and all field offices, and to secure the area of construction by restricting all trespassers.
- 54  
55

- This means locking the doors and/or gates. A guard is not required.

1.06 TEMPORARY CONSTRUCTION FACILITIES

- A. Where mud, snow, ice or other hazardous conditions exist in the purview (Scope of Work) of any Sub Contractor, the Contractor shall remove the hazards immediately and replace with suitable material for the other contractors use. If the Owner is compelled to remove the hazards with their own forces due to inaction by the Contractor, then that Contractor will be back-charged for the work performed by the Owner.
- D. No welding, cutting by torch, or Work utilizing or causing flammable waste shall be done unless adequate fire protection is provided and maintained for the duration of the Work in the area of operations.

1.07 DEBRIS CONTROL (Refer to Section 01524 for further delineation)

- A. The Contractor shall be responsible for daily cleaning up of spillages and debris resulting from his operations and from those of his Subcontractors; and shall be responsible for complete removal and disposition of hazardous and toxic waste materials. The Contractor shall provide containers at grade, sufficient for the depositing of nonhazardous/nontoxic waste materials, and shall remove such waste materials from project site at least weekly during cold weather (daily high temperatures below 50°F) and at least twice weekly during mild and warm weather.
  - Contractor is responsible to provide and pay for all dumpsters.
- B. The Contractor shall daily clean all mud, dirt and debris resulting from all trades operations from the adjacent streets, sidewalks, drives and parking areas and shall repair all damage caused by the cleaning to the satisfaction of the Owner.
- C. The Contractor is to provide and maintain appropriate means of trash disposal (i.e., chutes) to grade/dumpster. Multiple units may be required and shall be figured for in the bid.

PART 2 - EXECUTION

2.01 ENCLOSURES

- A. At earliest possible date, the Contractor shall secure project area against unauthorized entrance at times when personnel are not working. Provide secure temporary enclosure at ground floor and other locations of possible entry, with locked entrances.
- B. Where any form of demolition will expose the interior of the building to weather, demolition shall follow the erection of weatherproof walls by the Contractor installed inside the demolition line, sealed and flashed, as required, to keep all water from the building interior. Keep temporary weatherproofing in place until new construction has been completed to the stage where water will not enter the building.
- C. The Contractor shall provide constant protection against rain, wind, storms, frost or heat to maintain the work, materials, apparatus and fixtures free from damage. At the end of each day's work, cover work likely to be damaged. During cold weather, protect work from damage by freezing and provide such enclosures and heating apparatus as may be necessary diligently to prosecute the Work without stoppage for reason of unfavorable weather.
- D. Wherever a Contractor provides openings through walls or slabs, each location shall be adequately protected at the end of each working day with temporary enclosures to make these areas tight. Openings through exterior walls shall be watertight.
- E. Install an 8 foot high fence around the entire site with wind screening. Provide gates as needed to properly access the site to complete the work. Remove the fence once the project is substantially completed. Fence is

1 to have poles into the ground where the fence will be untouched per a period of time, and can have feet with  
2 sand bags in areas that the fence may have to be moved occasionally to not interfere with the work.  
3

4 **F. For renovation projects: Contractor is to maintain the building in a water tight condition during all**  
5 **construction activities by whatever means necessary. Contractor is to never do any more removal work**  
6 **during any given day than that contractor can replace in the same day in order to make sure the occupants of**  
7 **the building will be protected from the possibility of water leakage into the building. Should any leakage**  
8 **occur, the contractor is to immediately make the building water tight (on a 24 hour basis) and repair any**  
9 **damage caused by the leakage or replace any equipment damaged by the leakage.**

10  
11 2.02 TEMPORARY ELECTRICITY

12  
13 A. Power is available on site.  
14

15 2.03 TEMPORARY VENTILATION

16  
17 A. A trade requiring ventilation for Work shall provide fans to induce circulation of air.  
18

19 2.04 TEMPORARY TELEPHONES

20  
21 A. Each Contractor is responsible for their own telephone service and for payment of all charges relating to that  
22 service.  
23

24 2.05 TEMPORARY WATER

25  
26 A. Water is available on site.  
27

28 2.06 TEMPORARY SANITARY FACILITIES

29  
30 A. Starting at time of start of work at project site, the Contractor shall provide and maintain self-contained toilet  
31 units of type acceptable to governing authorities, adequate, at all stages of construction, for use of personnel  
32 at project site. Provide separate facilities for male and female personnel when both sexes are working, in any  
33 capacity, at project site. Facilities shall remain in use until completion of project. Use of permanent facilities  
34 will not be permitted.  
35

36 2.07 REMOVAL AND RESTORATION

37  
38 A. Prior to acceptance of the Project, each contractor shall remove temporary work for which he has been  
39 responsible.  
40

41 2.08 OWNER'S RIGHTS

42  
43 A. If any Contractor fails to carry out his responsibilities in providing temporary facilities, as set forth above, the  
44 Owner shall have the right to take such action as he deems proper for the protection and conduct of the Work,  
45 and to deduct the cost thereof from the amount due the Contractor at fault.  
46

47  
48 B. Extended work days, hours, shifts, weekend work, etc. may be allowed upon coordination and approval by  
49 Architect, Owner at no additional cost to the Owner.

- 50 • Should the schedule begin to slip, for any reason, each contractor will be required to work additional  
51 shifts or weekends to recover the lost time. Should there be a cost to the College for this overtime  
52 work, the contractor will be required to reimburse the owner for said costs.  
53

54 2.09 Parking: parking is allowed for two vehicles only. All other parking is to be at the TCNJ Carlton  
55 Avenue parking lot. The contractor is responsible to shuttle workers back and forth as needed.

1  
2  
3  
4

**END OF SECTION 01320**

1 **SECTION 01322 – PHOTOGRAPHIC DOCUMENTATION**

2  
3 PART 1 – GENERAL

4  
5 1.01 RELATED DOCUMENTS

- 6  
7 A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other  
8 Division 1 Specification Sections, apply to this Section.  
9

10 1.02 SUMMARY

- 11  
12 A. This Section includes administrative and procedural requirements for the following work by the General  
13 Contractor (other primes are encouraged to document the site and construction, but not required):  
14

15 1. Preconstruction videotapes.

- 16  
17  
18 B. Related Sections include the following:

19 1. All of Division 1.  
20  
21

22 1.03 SUBMITTALS

- 23  
24 A. Qualification Data: For photographer.

- 25  
26 B. Videotapes: Submit 3 copies of each videotape with protective sleeve or case within seven days of recording.  
27 Remove safety tab to prevent accidental re-recording.  
28

29 1. Identification: On each copy, provide an applied label with the following information:

30 a. Name of Project.

31 b. Name and address of photographer.

32 c. Name of Architect

33 d. Name of Contractor.

34 e. Date videotape was recorded.

35 f. Description of vantage point, indicating location, direction (by compass point), and  
36 elevation or story of construction.  
37  
38

39 1.04 QUALITY ASSURANCE

- 40  
41 A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer  
42 of construction products for not less than three years.  
43

44 1.05 COORDINATION

- 45  
46 A. Auxiliary Services: Cooperate with photographer and provide auxiliary services requested, including access  
47 to project site and use of temporary facilities, including temporary lighting required to produce clear, well-lit  
48 photographs without obscuring shadows.  
49

50  
51  
52 1.06 USAGE RIGHTS

- 53  
54 A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of  
55 photographic documentation.



- 1
- 2 PART 2 – PRODUCTS
- 3
- 4 2.01 PHOTOGRAPHIC MEDIA
- 5
- 6 A. Digital format as agreed to at the project kick off meeting.
- 7
- 8 PART 3 – EXECUTION
- 9
- 10 3.01 CONSTRUCTION VIDEOTAPES
- 11
- 12 A. Digital Photographer: Engage a qualified commercial videographer to record construction digital recordings.
- 13
- 14 B. Preconstruction: Before starting demolition or construction record, videotape (digital) of Project site, interior
- 15 and exterior.
- 16
- 17 1. Show protection efforts by the Contractor.
- 18
- 19 **END OF SECTION 01322**

1 **SECTION 01330 – CONTRACT CLOSEOUT**

2  
3 PART 1 – GENERAL

4  
5 1.01 DEFINITION

- 6  
7 A. Closeout is hereby defined to include general requirements near end of Contract Time, in preparation for final  
8 acceptance, final payment, normal termination of Contract, occupancy by Owner and similar actions  
9 evidencing completion of the work. Specific requirements for individual units of work are specified in  
10 sections of Divisions 2 through 16. Time of closeout is directly related to Substantial Completion, and  
11 therefore may be either a single time period for entire work or a series of time periods for individual parts of  
12 the work which have been certified as substantially complete at different dates. That time variation, if any,  
13 shall be applicable to other provisions of this section.  
14  
15 B. Substantial completion shall be defined that every material item has been installed. Nothing is missing and  
16 therefore, the punch list can begin.

17  
18 1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

- 19  
20 A. Prior to requesting the Architect's inspection for certification of substantial completion, for either entire work  
21 or portions thereof, complete the following and list known exceptions in request:  
22  
23 1. In progress payment request coincident with or first following date claimed, show either 100%  
24 completion for portion of work claimed as substantially complete, or list incomplete items, value of  
25 incomplete items, and reasons for being incomplete.  
26  
27 2. Include supporting documentation for completion as indicated in these Contract Documents.  
28  
29 a. Prepare a list of items to be completed and corrected (punch list), the value of items on the  
30 list, and reasons why the Work is not complete.  
31  
32 3. Submit statement showing accounting of changes to the Contract Sum.  
33  
34 4. Advise Owner of pending insurance change over requirements.  
35  
36 5. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final  
37 certifications and similar documents.  
38  
39 6. All fire sprinklers, devices, alarm system, roofing system, doors, insulation, etc. requiring FM  
40 Research approval to submit certification from Factory Mutual.  
41  
42 7. Obtain and submit releases enabling Owner's full and unrestricted use of the work and access to  
43 services and utilities, including occupancy permits, operating certificates, and similar releases.  
44  
45 8. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner obtaining a  
46 signed receipt of materials delivered. Refer to individual work sections for required quantities of spare  
47 parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be  
48 submitted.  
49  
50 9. Complete start up testing of systems, and instructions of Owner's operating/maintenance personnel.  
51 Discontinue, or change over, and remove from project site temporary facilities and services, along with  
52 construction tools and facilities, mockups, and similar elements.  
53  
54 10. Complete final clean up requirements.  
55  
56 11. Touch up and otherwise repair and restore marred exposed finishes.  
57  
58 12. Inspection: Submit a written request for inspection for Substantial Completion to Project Manager.  
59 On receipt of request, Architect and Project Manager will either proceed with inspection or notify  
60 Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial  
61 Completion after inspection, the Project Manager will notify Contractor of items, either on  
62 Contractor's list or additional items identified by Architect that must be completed or corrected before  
63 certificate will be issued.

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1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for Final Completion.
- B. Upon receipt of Contractor's request, the Project Manager and Architect will proceed with substantial completion inspection. Following inspection, the Architect will either prepare the certificate of substantial completion, or advise the Contractor of work which shall be performed prior to issuance of certificate. The work remaining to be performed shall be completed prior to the punch list for final acceptance.
- C. Upon receipt of Contractor's notice that work has been completed, including all punch list items, but excepting incomplete items delayed because of circumstances acceptable to the Project Manager and Architect, the Project Manager and Architect will reinspect the work. Upon completion of reinspection, the Architect will either prepare the certificate of final acceptance or advise the Contractor of work not completed or obligations not fulfilled as required for final acceptance.
- D. In the event that the work is not completed or obligations are not fulfilled as required for final acceptance and the Architect/CM is required to reinspect the work more often than the two inspections described, the Contractor shall compensate the Architect and/or the Project Manager at the rate of \$500.00 for each additional site visit required for reinspections. The compensation shall be processed by change order as a deduction to the Contractor's Contract Sum, which amount will be paid to the Architect or Project Manager by the Owner, through a change order as an addition to the Architect's or Project Manager's Contract Sum.
- E. Substantial Completion shall be defined for this project that every element of the project/construction and the contract, based on the contract and amended drawings and specification sections, are installed and the building is deemed complete, less repairs and/or touch up type work that would be generally referred to as punchlist work. If any components of the building, or site work associated with this contract are not installed, the project cannot be deemed substantially completed.**
- 1.03 PREREQUISITES TO FINAL ACCEPTANCE
- A. Prior to requesting Project Manager and Architect's final inspection for certification of final acceptance and final payment, complete the following and list known exceptions, in request:
1. Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  2. Submit release of liens for all subcontractors.
  3. Submit Contractor's statement that his final application, as presented, is the final bill and no other claims will be presented.
  4. Submit updated final statement, accounting for additional changes to Contract Sum including change orders and allowances.
  5. Submit certified copy of Architect's final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by Architect.
  6. Submit one set of record documents, bound copies of maintenance/operating manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
  7. Complete final clean up requirements.
  8. Touch up and otherwise repair and restore marred exposed finishes.
  9. Submit notarized consent of surety to final payment.
  10. Submit final liquidated damages settlement statement, if required, acceptable to Project Manager and the Owner.
  11. Revise and submit evidence of final, continuing insurance coverage complying with insurance requirements.

- 1 12. A letter from the Owner's representative certifying that he has been properly instructed in the operation
- 2 and maintenance of equipment by the Contractor.
- 3 13. 10% one year Maintenance Bond.
- 4 14. Underwriter's Certificate or Electrical Sub Code Official's Approval.
- 5 15. Fire Alarm Certification and Description - NFPA form 72C including local County of Chester.
- 6 16. HVAC Contractor to submit certified balancing report.
- 7 17. Final acceptance by Architect of record documents
- 8

- 9 B. Except as otherwise indicated or requested by Project Manager/Architect, remove temporary protection
- 10 devices and facilities that were installed during course of the work to protect previously completed work
- 11 during remainder of construction period.
- 12

#### 13 1.04 CLEAN UP

- 14 A. Remove waste materials from site and dispose of in a lawful manner.
- 15
- 16

#### 17 PART 2 - PRODUCTS

18 NOT APPLICABLE

#### 19 PART 3 - EXECUTION

#### 20 3.01 CLEANING

- 21 A. Where extra materials of value remaining after completion of associated work have become Owner's property,
- 22 dispose of these to Owner's best advantage as directed.
- 23
- 24 B. After Substantial Completion of the Work, each Contractor shall do the final cleaning of the surfaces of his
- 25 installations as may be required by the various Specification sections.
- 26
- 27 C. After each Contractor has cleaned their work, The General Contractor shall engage a professional cleaning
- 28 service to perform final cleaning of the work consisting of cleaning each surface or unit to normal clean
- 29 condition. Comply with manufacturer's instructions for cleaning operations and chemicals. The following are
- 30 examples, but not by way of limitation, of cleaning levels required:
- 31
- 32 1. Remove labels that are not required as permanent labels.
- 33 2. Clean transparent materials, including mirrors and window/door glass, to a polished condition,
- 34 removing substances that are noticeable as vision obscuring materials. Replace broken glass and
- 35 damaged transparent materials.
- 36
- 37 3. Clean exposed exterior and interior hard surfaced finishes, to a dirt free condition, free of dust, stains,
- 38 films and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance
- 39 of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective conditions.
- 40
- 41 4. Wipe surfaces of mechanical and electrical equipment clean, including elevator equipment and similar
- 42 equipment; remove excess lubrication and other substances.
- 43
- 44 5. Remove debris and surface dust from limited access spaces including roofs, plenums, shafts, trenches,
- 45 equipment vaults, manholes, attics and similar spaces.
- 46
- 47 6. Vacuum and clean carpeted surfaces and similar soft surfaces.
- 48
- 49 7. Clean light fixtures and lamps to function with full efficiency.
- 50
- 51 8. Clean and wax or polish all hard floors following manufacturer's instructions.
- 52
- 53 9. Clean all window surfaces inside and outside.
- 54
- 55 10. Perform final cleaning in, on and around all casework, sinks, toilets fixtures, etc.
11. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape
- development areas, of rubbish, waste material, litter, and other foreign substances.
12. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

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13. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  14. Remove tools, construction equipment, machinery, and surplus material from Project site.
  15. Remove snow and ice to provide safe access to building.
  16. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  17. Sweep concrete floors broom clean.
  18. Replace parts subject to unusual operating conditions.
  19. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  20. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  21. Clean ducts, blowers, and coils if units were operated without filters during construction.
  22. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  23. Leave Project clean and ready for occupancy.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.
- 3.02 RECORD DOCUMENTS (Refer to Section 01340, project requirements for submitting Record Documents)
- 3.03 REMOVE TEMPORARY FACILITIES
- A. At the completion of the work prior to final payment, remove all temporary facilities entirely from site, including, but not limited to, the following: Field offices, trailers, shanties, sheds, job telephone, temporary toilets, temporary enclosures, dust barriers and other temporary protection devices.
- END OF SECTION 01330**

1 **SECTION 01340 - PROJECT RECORD DOCUMENTS**

2  
3 PART 1 - GENERAL

4  
5 1.01 SUMMARY

6  
7 A. Section Includes:

- 8  
9 1. Project record documents consisting of:  
10 a. Record drawings.  
11 b. Record project manual (specifications).

12  
13 1.02 SUBMITTALS

14  
15 A. Project Record Documents: Submit after substantial completion, but prior to final completion.

- 16  
17 1. Record drawings: Submit in form of opaque prints.  
18 a. Sets shall include all drawings, whether changed or not.  
19 2. Other record documents: Submit originals or good quality photocopies.  
20 3. Each Sub contractor is responsible for their respective trade, record documents and record drawings.  
21 Combine with General Contractor record drawing documents for a complete set.  
22

23 PART 2 - PRODUCTS

24  
25 (NOT USED)

26  
27 PART 3 - EXECUTION

28  
29 3.01 MAINTENANCE OF PROJECT RECORD DOCUMENTS

- 30  
31 A. Do not use record documents of any type for construction purposes.  
32  
33 B. Maintain record documents in a secure location at the site while providing for access by the contractor and the  
34 architect during normal working hours; store in a fire-resistive room or container outside of normal working  
35 hours.  
36  
37 C. Record information as soon as possible after it is obtained.  
38  
39 D. Assign a person or persons responsible for maintaining record documents.  
40  
41 E. Record the following types of information on all applicable record documents:  
42  
43 1. Dimensional changes.  
44 2. New and revised details.  
45 3. Revisions to electrical circuits.  
46 4. Locations of utilities concealed in construction.  
47 5. Particulars on concealed products which will not be easy to identify later.  
48 6. Changes made by modifications to the contract; note identification numbers if applicable.  
49 7. New information which may be useful to the owner, but which was not shown in either the contract  
50 documents or submittals.  
51

52 3.02 RECORD DRAWINGS

- 53  
54 A. Maintain a complete set of opaque prints of the contract drawings, marked to show changes.  
55 B. Where the actual work differs from that shown on the drawings, mark this set to show the actual work.

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1. Mark location of concealed items before they are covered by other work.
  2. Mark either record contract drawings or shop drawings, whichever are best suited to show the change.
- C. When the contractor is required by a provision of a modification to prepare a new drawing, rather than to revise existing drawings, obtain instructions from the architect as to the drawing scale and information required.
- D. Keep drawings in labeled, bound sets.
1. Mark with red pencil.
  2. Mark work of separate contracts with different colors of pencils.
  3. Incorporate new drawings into existing sets, as they are issued.
- E. Where record drawings are also required as part of operation and maintenance data submittals, copy marks to another opaque print obtained from the architect.
- 3.03 RECORD PROJECT MANUAL
- A. Maintain a complete copy of the project manual, marked to show changes.
- B. Where the actual work differs from that shown in the project manual, mark the record copy to show the actual work.
1. Include a copy of each addendum and modification to the contract.
  2. In addition to the types of information required on all record documents, record the following types of information:
    - a. Product options taken, when the specification allows more than one.
    - b. Proprietary name and model number of actual products furnished, for each product, material, and item of equipment specified.
    - c. Name of the supplier and installer, for each product for which neither a product data submittal nor a maintenance data submittal was specified.
- 3.04 TRANSMITTAL TO OWNER (through the Architect)
- A. Collect, organize, label, and package ready for reference.
1. Bind print sets with durable paper covers.
  2. Label each document (and each sheet of drawings) with "PROJECT RECORD DOCUMENTS - This document has been prepared using information furnished by \_\_\_\_" [insert the contractor's name], and the date of preparation.
- B. Submit to the Project Manager for transmittal to the Architect, unless otherwise indicated.
- C. Submit to the Architect four (4) sets of Operation and Maintenance Manuals in three-ring binders, by volume, and indexed per binder (with one master index) to be transmitted to the Architect/Engineer for approval: All to be submitted at one time, not piece meal. Indexing should follow the specification section numbers.
- Include all inspection/approvals/certifications
  - All approved submittals and cut sheets as well as manufacturer's operation and maintenance manuals for each section.
  - Manuals are to be completed in volumes, three ring binders, starting with Division 1 and continuing through the last projects Division. The number of volumes is determined by the number of spec section

- 1 the projects has and by the amount of paper/copies for complete sets of three ring binders.
- 2 • List of all contractors and vendors for the project with names, addresses and phone numbers.
- 3
- 4 **END OF SECTION 01340**



1 **SECTION 01524 – CONSTRUCTION WASTE MANAGEMENT**

2  
3 PART 1 – GENERAL

4  
5 1.1 RELATED DOCUMENTS

- 6  
7 A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and  
8 Division 1 Specification Sections, apply to this Section.  
9

10 1.2 SUMMARY

- 11  
12 A. This Section includes administrative and procedural requirements for the following:

- 13  
14 1. Salvaging nonhazardous demolition and construction waste.  
15 2. Recycling nonhazardous demolition and construction waste.  
16 3. Disposing of nonhazardous demolition and construction waste.  
17

- 18 B. Related Sections include the following:

- 19  
20 1. All of Division 1 and attached specifications and drawings that make a part of this contract.  
21  
22

23 1.3 DEFINITIONS

- 24  
25 A. Construction Waste: Building and site improvement materials and other solid waste resulting from  
26 construction, remodeling, renovation, or repair operations. Construction waste includes packaging.  
27

- 28 B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition  
29 operations.  
30

- 31 C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or  
32 deposit in landfill or incinerator acceptable to authorities having jurisdiction.  
33

- 34 D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.  
35

- 36 E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.  
37

38 1.4 SUBMITTALS

- 39  
40 A. Waste Management Plan: Submit 4 copies of plan within 30 days of date established for the Notice to Proceed.  
41

- 42 B. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and  
43 organizations. Indicate whether organization is tax exempt.  
44

- 45 C. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations.  
46 Indicate whether organization is tax exempt.  
47

- 48 D. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling  
49 and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.  
50

- 51 E. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator  
52 facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.  
53  
54  
55

1 1.5 QUALITY ASSURANCE

- 2
- 3 A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- 4
- 5 B. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 1.
- 6 Review methods and procedures related to waste management including, but not limited to, the following:
- 7
- 8 1. Review and discuss waste management plan.
  - 9 2. Review requirements for documenting quantities of each type of waste and its disposition.
  - 10 3. Review and finalize procedures for materials separation and verify availability of containers and bins
  - 11 needed to avoid delays.
  - 12 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  - 13 5. Review waste management requirements for each trade.
- 14

15 1.6 WASTE MANAGEMENT PLAN

- 16
- 17 A. General: Develop plan consisting of waste identification, and waste reduction work plan. Indicate quantities by
- 18 weight or volume, but use same units of measure throughout waste management plan.
- 19
- 20 B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing, and construction
- 21 waste generated by the Work. Include estimated quantities and assumptions for estimates.
- 22
- 23 C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of
- 24 in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for
- 25 each means of recovery, and handling and transportation procedures.
- 26
- 27 1. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list
  - 28 of their names, addresses, and telephone numbers.
  - 29 2. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations,
  - 30 include list of their names, addresses, and telephone numbers.
  - 31 3. Recycled Materials: Include list of local receivers and processors and type of recycled materials each
  - 32 will accept. Include names, addresses, and telephone numbers.
  - 33 4. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and
  - 34 telephone number of each landfill and incinerator facility.
  - 35 5. Handling and Transportation Procedures: Include method that will be used for separating recyclable
  - 36 waste including sizes of containers, container labeling, and designated location on Project site where
  - 37 materials separation will be located.
- 38

39 PART 2 - PRODUCTS (Not Used)

40

41 PART 3 – EXECUTION

42

43 3.1 PLAN IMPLEMENTATION

- 44
- 45 A. General: Implement waste management plan as approved by Project Manager. Provide handling, containers,
- 46 storage, signage, transportation, and other items as required to implement waste management plan during the
- 47 entire duration of the Contract.
- 48
- 49 1. Comply with Division 1 Section "Temporary Facilities" for operation, termination, and removal
  - 50 requirements.
- 51
- 52 B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate
- 53 for the Work occurring at Project site.
- 54
- 55 1. Distribute waste management plan to entities when they first begin work on-site. Review plan

1 procedures and locations established for salvage, recycling, and disposal.

2  
3 C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference  
4 with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

- 5  
6 1. Designate and label specific areas on Project site necessary for separating materials that are to be  
7 salvaged, recycled, reused, donated, and sold.  
8 2. Comply with Division 1 Section "Temporary Facilities and Controls" for controlling dust and dirt,  
9 environmental protection, and noise control.

10  
11 3.2 SALVAGING DEMOLITION WASTE

12  
13 A. Salvaged Items for Sale and Donation: Not permitted on Project site.

14  
15 3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

16  
17 A. General: Recycle beverage containers used by on-site workers.

18  
19 B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste  
20 materials shall accrue to the Contractor.

21  
22 C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste  
23 by type at Project site to the maximum extent practical.

24  
25 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed  
26 from Project site. Include list of acceptable and unacceptable materials at each container and bin.

27  
28 a. Inspect containers and bins for contamination and remove contaminated materials if found.

29  
30 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape  
31 stockpiles to drain surface water. Cover to prevent windblown dust.

32 3. Stockpile materials away from construction area.

33 4. Store components off the ground and protect from the weather.

34 5. Remove recyclable waste off Owner's property and transport to recycling receiving or processor.

35  
36 3.4 RECYCLING DEMOLITION WASTE

37  
38 A. Asphaltic Concrete Paving: Break up and transport paving to asphalt-recycling facility.

39 B. Concrete: break up and sort rebar as best as possible. Recycle all concrete.

40 C. Recycle all metal products from the building before demolition (aluminum, steel etc)

41 D. Recycle as much product as possible and provide a complete report to TCNJ to confirm the percentage recycled  
42 on the project.

43  
44 3.5 RECYCLING CONSTRUCTION WASTE

45  
46 A. Packaging:

47  
48 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.

49 2. Polystyrene Packaging: Separate and bag materials.

50 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For  
51 pallets that remain on-site, break down pallets into component wood pieces and comply with  
52 requirements for recycling wood.

53 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling  
54 wood.

- 1 B. Wood Materials:  
2  
3 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.  
4  
5 3.6 DISPOSAL OF WASTE  
6  
7 A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials  
8 from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having  
9 jurisdiction.  
10  
11 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.  
12 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.  
13  
14 B. Burning: Do not burn waste materials on site.  
15  
16 C. Burying: Do not bury waste materials on site.  
17  
18 D. Disposal: Transport waste materials off Owner's property and legally dispose of them.  
19  
20 E. Washing waste materials into sewers or drains is not permitted.  
21  
22 **END OF SECTION 01524**

**THE COLLEGE OF NEW JERSEY  
Construction Bid Proposal Form**

**Office of Finance & Business Services  
Administrative Services Building, Rm. 201  
2000 Pennington Road  
Ewing, New Jersey 08628-0718**

**Bid Number: AB190030  
Bid Due Date: May 2, 2019**

**Project Name: Tennis Court Repairs**

**BIDDER INFORMATION**

Firm Name:

Telephone Number:

Contact Person:

Fax Number:

Address:

Email Address:

Federal I.D. Number:

**SOLICITATION OF CONSTRUCTION BIDS**

- 1. Bid proposals are solicited as follows:**
  - A. Single Bid (Lump Sum) which combines all trades.**
    - (1) The total number and types of trades are set forth in the Specifications.**
    - (2) Bidder enters the Bid Price on the line provided.**
    - (3) Pursuant to the requirements of N.J.S.A. 18A:64-76, bidder lists the names of the subcontractors on the Subcontractor Information page.**
- 2. The scope of work includes cleaning, preparation and repairs to (8) eight exterior tennis court surfaces.**
  - A. See Specifications and Drawings for Details (included in RFP package).**
  - B. The College may issue Addenda or Clarifications which may include additions to or deletions from the scope of work; changes to the Specifications, Drawings, and proposal form; and clarifications of requirements. Bidder is advised to review all Addenda and/or clarifications carefully, and shall note the receipt of same with their bid package.**

## GENERAL INSTRUCTIONS AND REQUIREMENTS

### 1. PRICES

- A. Bidder submits prices for the Base Bid and any Alternate Proposals and Unit Prices which are listed for the contract of the bid. If there is no cost associated with the Alternate or Unit Price, bidder is required to enter “0.00” or “no change”.
- B. Prevailing wage rates apply (Mercer County).
- C. Bid is to remain good for sixty (60) days after the Bid Due Date.

### 2. BOND REQUIREMENTS AND SURETY STANDARDS

- A. Bidder must submit with its bid a Certified Check in the amount of ten percent (10%) of the base bid, or a Bid Bond in the amount of ten percent (10%) of the total bid.
- B. The successful bidder must submit a Performance and Payment Bond equal to 100% of the contract. A completed Surety Disclosure Statement and Certification must accompany the Performance and Payment Bond.
  - (1) The Performance and Payment Bond form and a sample Surety Disclosure Statement and Certification form are included at the end of this Construction Bid Proposal Form.
- C. All bid deposits shall be returned within three (3) days of Notice of Intent to Award, except for the successful bidder(s) whose bid security shall be returned after execution of a formal contract, and delivery of the Performance Bond/Labor and Material Bond and Certificates of Insurance.
- D. Should the successful bidder fail to enter into said contract after acceptance of bid by the College, then the check or security deposited by that bidder shall, at the option of the College, be retained as liquidated damages, or if Bid Bond has been supplied, principal and surety shall be liable to the amount of the Bid Bond.
- E. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified copy of their Power of Attorney to sign said bonds.

### 3. LICENSES, CERTIFICATIONS, REGISTRATIONS, QUALIFICATIONS

- A. The bidder or, as applicable, its subcontractors shall at the time of bid have those required licenses, certifications, registrations, qualifications and the like (“LCRQ”) listed below and shall present satisfactory evidence thereof upon request of the College prior to the notice of intent to award.
- B. The selected bidder/contractor or, as applicable, its subcontractors shall have and shall present satisfactory evidence of all other required LCRQ noted in the Specifications after execution of contract during the submittal process and prior to the start of the applicable work, unless otherwise requested by the College or a date or event specified for that LCRQ in the Specifications.

### 4. SUBCONTRACTORS

- A. Pursuant to New Jersey State Law (N.J.S.A. 18A-76.1), a Single Bid (Lump Sum) bidder discloses its subcontractors to whom the bidder intends to subcontract the work. The Subcontractor Information sheet is provided for this purpose.
5. Under Executive Order 34, the College is responsible for soliciting demographic information from its vendors. The College is required to seek the following information from each firm under contract with the College:
1. Is more than fifty percent (50%) of your company minority owned? (circle one) YES NO  
(African-American, Hispanic, Asian, and/or Native American)
  2. Is more than fifty percent (50%) of your company woman owned? (circle one) YES NO
  3. What is the ethnicity of the owner of your company: (check applicable according to 51% ownership)
    - Asian American
    - Multiple Ethnicities
    - Non-Minority
    - Hispanic American
    - African American
    - Caucasian American Female
    - Native American
    - Unspecified

The College is required to solicit the foregoing information. Your response, however, is **strictly voluntary**. Please be advised that any contracting decisions made by the College will **not** be influenced in any way by your decision to provide the above information.

**EXECUTIVE ORDER #34: MINORITY AND WOMEN BUSINESS ENTERPRISES**

On September 15, 2006, Governor Corzine signed Executive Order 34 establishing a Division of Minority and Women Business Development. The Division is charged with administering and monitoring policies, practices, and programs to ensure that minority and women business enterprises (MWBE) are afforded an equal opportunity to participate in New Jersey's purchasing and procurement processes.

State entities are required to report to the Division the ethnic and gender composition of the vendors with which those state entities do business.

6. Bidder completes Statement of Ownership Disclosure form and the Non-Collusion Affidavit form.
- ~~7. Bidders are required to be registered with the New Jersey Department of Property Management and Construction (DPMC) and possess a DPMC C008 classification at the time of bid submission.~~

## **8. PREVAILING WAGE AND PUBLIC WORKS CONTRACTOR REGISTRATION ACTS**

- The work described in this project is subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq.
- The Public Works Contractor Registration Act requires the bidder and any subcontractors listed in the bid to be registered with the New Jersey Department of Labor and Workforce Development at the time the bid is submitted. The contractor must submit registration certificates for all listed subcontractors prior to award of the contract.
- The Contractor must comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 through 56.57. Workers employed by the Contractor or any subcontractor or sub-subcontractor in the performance of services directly on the project must be paid prevailing wages. As required by N.J.S.A. 34:11-56.27 and 56.28, this contract cannot become effective until the College obtains from the New Jersey Department of Labor and Workforce Development a determination of the prevailing wage rates applicable to the project as of the contract award date and attaches a copy to the contract. As required by N.J.S.A. 34:11-56.27, the Contractor or any subcontractor may be terminated if any covered worker is not paid prevailing wages on the project, and the Contractor and its surety shall be liable for any additional costs which result. The Contractor and its subcontractors must be registered with the New Jersey Department of Labor and Workforce Development (N.J.S.A. 34:11-56.51 et seq.), and the prevailing wage rates must be posted at the job site (N.J.S.A. 34:11-56.32). The Contractor and its subcontractors must prepare accurate certified records of wages paid for each worker on the project (N.J.S.A. 34:11-56.29), and copies for the period covered by each invoice must be attached to the invoice submitted under the contract. In accordance with N.J.S.A. 34:11-56.33, the Contractor's final invoice must include a statement of all amounts still then due to workers on the project. The Contractor is also cautioned that it must use job titles and worker classifications consistent with those approved by the Department of Labor and Workforce development, and that, if it intends to pay apprentice rates, it must comply with the Department of Labor and Workforce Development regulations at N.J.A.C. 12:60-7.1 through 7.4.
- Please refer to [http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage\\_rates.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html) for official wage rate determinations for Mercer County, NJ.

## **9. NEW JERSEY EQUAL PAY ACT**

On April 24, 2018, Governor Phil Murphy signed into law New Jersey's Diane B. Allen Equal Pay Act (P.L. 2018, c. 9) The law provides in pertinent part that as of July 1, 2018, any employer entering into a contract with the State of New Jersey or an instrumentality of the State for "qualifying services" or "public works" must provide to the Department of Labor and Workforce Development – upon commencement of the contract – wage and demographic data for all employees who are employed in connection with the contract



(for public works) and for all employees (for qualifying services). This requirement DOES NOT apply to employers who are contracting with local governments (for example: municipalities and counties). The report must contain the gender, race, ethnicity, job category, compensation, and number of hours worked by each employee.

The extent of the Department of Labor and Workforce Development's responsibilities under the Equal Pay Act is the collection of data regarding compensation, hours worked, job/occupational category, job title, gender, race, and ethnicity for State contactors and making that data available to the Division on Civil Rights (DCR), within the Department of Law and Public Safety, and upon request to certain individuals. Complaints of unlawful discrimination under the Equal Pay Act should be directed to the DCR, as should any questions regarding the filing of such a complaint.

The Department of Labor and Workforce Development has issued two forms, as required by the law, to be completed by employers. The forms should be used to report the employee's wage and demographic data and can be found on the LWD website (<http://www.nj.gov/labor/equalpayact>). **A completed copy of the forms is not required at time of bid; however, it will be required of the bidder who receives the notice to proceed from the College. Completed forms should be emailed to: [equalpayact@dol.nj.gov](mailto:equalpayact@dol.nj.gov)**

- 10.** In order for your proposal to be accepted and deemed valid, your company/firm will be required to comply with the requirements of N.J.S.A. 19:44A-1 et seq/P.L. 2005 Ch. 51 ("Chapter 51") and Executive Order 117. Enclosed are the requirements of Chapter 51 and Executive Order 117, the forms for Certification and Disclosure. The contract that will be generated based on this bid proposal cannot be awarded without approval of the Certification and Disclosure forms by the State of New Jersey, Department of Treasury. **A completed copy of your Certification form is not required at time of bid; however, it will be required from the bidder who receives the notice of intent to award from the College prior to the execution of the contract.**
- 11.** Pursuant to N.J.S.A. 52:32-44, The College of New Jersey ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

- 12. Record Retention:** Pursuant to N.J.A.C. 17:44-2.2, the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- 13. Energy Star energy efficient products:** Under Executive Order #11 (Corzine), the College is required to select ENERGY STAR energy-efficient products when acquiring new energy-using products or replacing existing equipment. For products that do not have ENERGY STAR labels, vendors shall follow guidelines established by the New Jersey Clean Energy Program.

#### **14. QUESTIONS**

- A.** Direct inquiries and correspondence relating to this proposal form and questions regarding the technical specifications and requests for clarification must be submitted in writing via fax to 609-637-5140 **or email to [horodesk@tcnj.edu](mailto:horodesk@tcnj.edu)** and must be received **prior to 4:00 p.m., on April 19, 2019.**
- B.** Should any questions be received, an addendum or clarification will be available on The College's website at <https://bids.tcnj.edu/> on/after **April 23, 2019. If an addendum and/or clarification is posted, it SHOULD be noted in the General**

**Agreement section of the bidder's proposal. Failure to do so may subject Bidder to disqualification.**

**15. HOW TO SUBMIT THE COMPLETED CONSTRUCTION BID PROPOSAL FORM**

- A.** Bidder places all pages of the completed form and the requisite additional documents in an envelope, seals the envelope, and labels it with his/her firm name, address, and “Sealed Bid Enclosed for (**Bid Number and Project Name**)”.
  - B.** Bidder mails or deliver by hand the sealed bid, no later than **2:00 p.m., May 2, 2019**, to The College of New Jersey, Attention: Roselle Horodeski for (specify the Bid Number), Office of Finance & Business Services, Room 201, 2000 Pennington Road, Ewing, New Jersey 08628-0718. **At 2:00 p.m., all bids will be publicly opened and read in Room 203 of the Administrative Services Building.**
  - C.** Contractors are advised that the U.S. Postal Service and all express mail companies deliver to The College's Mail Room or Receiving Department, not directly to the Office of Budget & Finance. The College is not responsible for lost or misdirected bids.
- 16.** Any bid not prepared and submitted in accordance with the provisions described herein may be rejected by the College. Any bid received after the time and date specified will not be considered. No bidder shall withdraw a bid within sixty (60) days after the date of the bid opening to allow the College to determine the lowest bid that will most economically serve the intentions of this Contract.
- 17.** Any bidder who has defaulted on any contract with the College or any other State Agency may be considered as not responsible and their bid may be rejected. THE COLLEGE OF NEW JERSEY reserves the right to exercise this option, as the College deems proper and/or necessary in its best interest.
- 18.** Bids shall include all costs of any nature necessary to complete the project in the manner and within the time required by the contract.
- 19.** The College reserves the right to require bidders to provide a schedule of values of their lump sum bid price upon request.
- 20.** The College is exempt from all taxes including Federal Excise Tax, Transportation Taxes, State Excise, Sales Tax and local taxes. Rentals of equipment for 28 days or less is not exempt from any tax under the State sales tax act.
- 21.** Before submitting his bid, the bidder shall be familiar with the Drawings, Specifications,

and other Documents that will form part of the contract and shall have visited the site of the project to confirm for themselves the character and amount of work involved.

22. No bidder shall be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. This may be cause for automatic rejection of bid.
23. It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract.
24. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the College's decision shall be final and conclusive.
25. Should the bidder discover discrepancies in this Request for Bids, the matter shall be at once brought to the attention of the College, and the discrepancies corrected by written agreement before submission of bid. The correction will be issued by addendum.

## **26. ACCEPTANCE/REJECTION OF BIDS**

- A. THE COLLEGE OF NEW JERSEY, pursuant to State College Contract Law reserves the right to accept or reject any or all items covered in the bid request, or any portion(s) thereof, re-advertise and/or take such other steps decreed necessary and in the best interest of the College in accordance with law. Where two or more bidders are tied and all other relevant factors being equal, the College reserves the right to make the award to one of the bidders.
- B. The bid is irrevocable by the bidder or the bidder's representatives. The bid, and any award made to the bidder by the College, shall bind the bidder and the bidder's heirs, executors, administrators, successors or assigns.
- C. Award of contract shall be made to the lowest responsible bidder, whose bid, conforming to the invitation for bids, is the most advantageous to the College.
- D. The award of the contract or the rejection of the bids shall be made within sixty (60) days of the date of receiving bids, unless written extensions are requested by the College and accepted by the bidder(s). All bid securities shall be returned immediately if all bids are rejected. The successful bidder(s) to whom the award is to be made will be notified by receipt of a written "Intent to Award" from the College.
- E. When award of contract is made in one fiscal year with effective date in the next fiscal year, award shall be contingent upon the availability and appropriation of sufficient funds for that purpose for the year in which said contract takes effect. When a contract shall be awarded for a period in excess of one year, said contract shall be contingent upon the annual availability and appropriation of sufficient funds for that purpose for each year of the contract term.

## **27. WITHDRAWAL OF BIDS**

- A. A written request for the withdrawal of a bid, or any part thereof, will be granted if the request is received by the College prior to the specified time of the bid opening.
- B. Should the bidder refuse to perform the work for the price provided, they will forfeit their bid security and will be held liable for the difference between their low bid and the next highest/responsive bidder.

**28. OSHA COMPLIANCE:**

- A. The Contractor shall guarantee that all materials, supplies and equipment to be provided under his contract shall meet all applicable requirements, Specifications and standards of the Federal Occupational Safety and Health Act (OSHA) of 1970 as amended to date of acceptance by the College, and shall also apply to Contractors Construction procedures.

**29. APPLICABLE LAWS:**

- A. The following list of statutes and regulations, which may be applicable in whole or in part, is provided for the benefit of the Contractor and is not meant to be all-inclusive. In the event that other laws are applicable, it shall be the responsibility and obligation of the Contractor to ascertain and comply with them.

(1) New Jersey Statutes and Regulations

N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27-1 *et seq.*, Affirmative Action

Prevailing Wage Act, N.J.S.A. 34:11-56.25 *et seq.*

N.J.S.A. 52:32-44, Business Registration Certificate

N.J.S.A. 34:11-56.48 *et seq.*, Public Works Contractor Registration Act

(2) Federal Statutes

Immigration Control and Reform Act (1986) – 8 U.S.C.A. Section 1324(a) *et seq.*

Civil Rights Act of 1964 – 42 U.S.C.A. Section 1971 *et seq.*

The Americans with Disabilities Act of 1990

**30. EXAMINATION OF SITE, DRAWINGS AND SPECIFICATIONS**

- A. Each Bidder shall visit the site of the proposed work and fully acquaint themselves with the conditions as they exist so that they may fully understand the facilities, difficulties, and restrictions attending the execution of the work under this Contract.
- B. Bidders shall also thoroughly examine and be familiar with the Drawings and Specifications. The failure to receive or examine any form, instrument or document, or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligation with respect to his bid. By submitting a bid, the bidder agrees and warrants that he has examined the site, the Drawings and Specifications and, that the Specifications and Drawings are adequate and the required result can be produced under the Drawings and

Specifications. No claim for any extra will be allowed because of alleged impossibilities in the productions of the results specified or because of unintentional errors or conflicts in the Drawings and Specifications. No change orders will be issued for items, materials or issues that existed on or with respect to the site prior to bidding.

### **31. DRAWINGS AND SPECIFICATIONS**

- A.** The project shall be performed in accordance with the requirements of the Drawings and Specifications, subject to modification as provided in General Conditions. The Drawings and Specifications are intended to complement and supplement each other.
  
- B.** Any work required by either of them and not by the other shall be performed as if denoted in both. Should any work be required which is not also denoted in the Specifications or on the Drawings because of an obvious omission, but which is, nevertheless, necessary for the proper performance of the project, such work shall be performed as fully as if it were described and delineated.

### **32. FORM OF AGREEMENT**

- A.** Every successful bidder shall be required to sign the standard form contract, a copy of which is attached. Any proposed language or form changes which in any way modifies the contractor's responsibilities as set forth in the Contract Documents will not be acceptable and will be deemed to constitute a bid exception.

### **33. MULTIPLE BIDS NOT ALLOWED:**

- A.** No bidder is allowed to submit more than one bid from an individual, firm, partnership, corporation or association under the same or different name. This will be cause for automatic rejection of each bid.

### **34. SUBSTITUTIONS:**

- A.** The bidder may include in their bid substitute materials or equipment or methods in lieu of those specified in the contract documents, but they do so at their own risk. Any substitution must be equivalent in type, function and quality to the item required in the contract. The successful bidder must submit all information required within 20 days of contract award to determine if the proposed substitute is equal to the contract requirements, and any substitution must be approved by the architect and the College.
  
- B.** The College shall have complete discretion to decide whether it will accept any substitution. No substitution shall result in any increase in the contract price or times. The successful bidder in its application for the substitution must certify in writing that the substitution is equal to what is specified in the contract documents in all material respects and will not increase the time or price of the contract work.

- C. Should the substitution be rejected, the contractor will then be required to provide the specified product, material or method at no additional cost to the College and no change in the project schedule.

**35. DOCUMENTS/SUBMISSIONS THAT MUST BE PROVIDED BEFORE CONTRACT AWARD:**

- **AFFIRMATIVE ACTION:** The bidder is required to complete and submit a copy of Initial Project Workforce Report (AA-201) to the College and the Division of Public Contracts Equal Employment Opportunity Compliance verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. The bidder also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to The College and the Division.
- **CERTIFICATE OF INSURANCE:** The bidder is required to submit proof of liability insurance in accordance with The College's contract.
- **P.L. 2005, Chapter 51 / Executive Order 117 - Contractor Certification and Disclosure of Political Contributions:**

In order for your proposal to be accepted and deemed valid, your company/firm will be required to comply with the requirements of Chapter 51 and Executive Order 117. Enclosed are the requirements of Ch. 51 and EO 117, the forms for Certification and Disclosure. The contract that will be generated based on this bid cannot be awarded without approval of the Certification and Disclosure forms by the State of New Jersey, Department of Treasury.

- **New Jersey Business Registration Certificate**
- **All applicable licenses, certificates, and requirements specified in the scope of work, contract documents and specifications.**

**The following Bidder's Checklist is provided as an aid to the bidder. It does not in any way relieve the bidder of its responsibility to insure that its bid proposal is complete.**

- a. \_\_\_\_\_ Bidder has completed the Bidder Information section and General Agreement section and filled out the receipt of addendum and clarifications.
- b. \_\_\_\_\_ Bidder has completed the form of proposal and indicated base bid for either Separate Bid or Single Bid (Lump Sum all trades), prices for Alternate Proposals, and Unit Prices.
- c. \_\_\_\_\_ Bidder for Single Bid (Lump Sum) has listed and has disclosed the subcontractors on the Subcontractor Information form.
- d. \_\_\_\_\_ Bidder has enclosed a certified check or bid bond for ten percent (10%) of the amount of the bid.
- e. \_\_\_\_\_ Bidder has completed and enclosed the Non-Collusion Affidavit.
- f. \_\_\_\_\_ Bidder and each disclosed subcontractor has enclosed a copy of its **registration certificate** in accordance with the requirement of the Public Works Contractor Registration Act. (NJ Dept. of Labor and Workforce Development)
- g. \_\_\_\_\_ Bidder has acknowledged the **Affirmative Action Language** in accordance with the requirements P.L. 1975 C.127. (NJAC 17:27).
- h. \_\_\_\_\_ Bidder has enclosed its MWBE information.
- i. \_\_\_\_\_ Bidder has enclosed its Electrical and Plumbing License and any other licenses, certifications, certifications, and qualifications.
- j. \_\_\_\_\_ Bidder has enclosed its Vendor Qualification Statement
- ~~k. \_\_\_\_\_ Bidder has included a copy of its latest Experience Modification Rating (EMR Safety Rating). The College requires an average rating over the last 5 years of 1.25 or less.~~
- ~~l. \_\_\_\_\_ Bidder has included a copy of its DPMC Notice of Classification and Total Amount of Uncompleted Contracts.~~
- m. \_\_\_\_\_ Bidder has enclosed a copy of its Chapter 51 & EO117 Certification form. **A completed copy of your Certification form is not required at time of bid; however, will be required from the bidder who receives the intent to award from the College.**
- n. \_\_\_\_\_ Bidder has enclosed a copy of its New Jersey Business Registration Certificate in accordance with the requirements of the New Jersey Division of Revenue. **A completed copy of your Certificate is not required at time of bid; however, will be required from the bidder who receives the intent to award from the College.**



**GENERAL AGREEMENT**

1. Having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price stated. This price covers all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

2. Bidder acknowledges receipt of the following Addendums/Clarifications:

Addendum Number \_\_\_\_\_ Date \_\_\_\_\_ Addendum Number \_\_\_\_\_ Date \_\_\_\_\_  
Addendum Number \_\_\_\_\_ Date \_\_\_\_\_ Addendum Number \_\_\_\_\_ Date \_\_\_\_\_  
Addendum Number \_\_\_\_\_ Date \_\_\_\_\_ Addendum Number \_\_\_\_\_ Date \_\_\_\_\_

3. Bidder acknowledges and affirms that he/she has personal knowledge of or has obtained and reviewed a copy of the valid prevailing wage rates at the time of the bid and for the duration of the contract for all trades involved in the project for the geographical location of the project as issued by the Commissioner of the Department of Labor & Workforce Development, Trenton, NJ 08625 (609) 292-2259 or visiting the Department of Labor website at ([http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage\\_rates.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html)).

4. Bidder agrees that its price is good and the bid shall not be withdrawn for a period of 60 calendar days after the scheduled Bid Due Date and Time.

5. Upon conclusion of the 5 business day protest period, Bidder will execute the formal contract within 5 business days and deliver as required in the General Conditions: a Performance and Payment Bond; Surety Disclosure and Certification Statement; and certificates of insurance for general liability, automobile and worker’s compensation.

6. Bidder acknowledges work to commence on site not later than ten (10) calendar days after receipt of a Notice to Proceed.

(Seal if bid is by Corporation)

Respectfully submitted,

\_\_\_\_\_  
(Signature of Principal)

\_\_\_\_\_  
(Printed Name of Principal)

\_\_\_\_\_  
(Title of Principal)

**PRICES FOR SINGLE BID (LUMP SUM): Base Bid, Alternate Proposals, and Unit Prices**  
**FORM OF PROPOSAL**

To: **The College of New Jersey**

for: Repairs to the Tennis Courts

Date \_\_\_\_\_

A. BID:

1. **Base:** We, \_\_\_\_\_, the Undersigned, in accordance with the published advertisement inviting proposals, will furnish all labor, material, equipment and services necessary for the complete construction, as defined in the advertisement, specimen contract, specifications, addendums/clarifications/bulletins, drawings, and proposal, for the Contract amount indicated below for the **above noted project** in strict accordance with the Contract Documents and Addenda thereto for the total sum of:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(words)

**General Construction (Single overall Prime Contract)**

2. ~~Add /Deduct Alternate~~

~~Check One:~~ \_\_\_\_\_ ~~Add~~ \_\_\_\_\_ ~~Deduct~~

**No Alternates are requested for this bid.**

3. CHECK LIST FOR BIDDERS:

A check list has been provided in these specifications for the use in completing this proposal. Bidders are encouraged to reference said list to minimize the opportunity for errors by the bidder.

B. UNIT PRICES: We, the Undersigned, agree, if awarded the Contract to perform additional work or delete work at the Unit Prices set forth below or at a negotiated unit price (Unit Prices are for work that is in addition to or is deleted from the base bid work):

**No Unit Prices are requested for this bid.**

C. AGREEMENT: We, the Undersigned, agree, if awarded the Contract, to execute an agreement for the above stated work and compensation on the Standard Form of Agreement Between Owner and Contractor.

D. SURETY: We, the Undersigned, agree, if awarded the Contract, to execute and deliver to the Owner, prior to the signing of the Contract, the Performance and Payment Bonds as required.

- Contractor shall provide a Maintenance Bond at job completion for a period of one year for 100% of the final contract price.

E. BID SECURITY: The attached bid security is to become the Property of the Owner in the event that the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and

additional expense (including the difference between the price provided with said bond and the next lowest responsive bidder) to the Owner caused thereby.

Certified Check \$ \_\_\_\_\_  
Bid Bond \$ \_\_\_\_\_

F. STATEMENT:

1. We, the Undersigned, acting through its authorized officers and intending to be legally bound, agree that this bid proposal shall constitute an offer by the Undersigned to enter into a Contract with the acts and things therein provided, which offer shall be irrevocable for sixty (60) calendar days from the date of opening hereof and that the Owner may accept this offer at any time during said period by notifying the Undersigned of the acceptance of said offer.

2. We, the Undersigned, acknowledge receipt of the following Addenda/Clarifications:

Addenda Number	Dated
_____	_____
_____	_____
_____	_____

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates, and hours of labor set forth in the Contract Documents.

Dated \_\_\_\_\_

Firm Name \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

\*\*If a corporation, give the State of Incorporation, using the phrase:

"A corporation organized under the laws of \_\_\_\_\_."

If a partnership, give names of the partners, using also the phrase:

"Co-partners trading and doing business under the firm name and style of \_\_\_\_\_."

If an individual using a trade name, give individual name, also using the phrase:

"An individual doing business under the firm name and style of \_\_\_\_\_."

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_

SS.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn say that the several matters stated in this proposal are in all respects true, and that no member of the State or employee of the College are interested in any way in this proposal.

Sworn and subscribed before me \_\_\_\_\_

Bidder signs above line

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Print Name and Title

**SUBCONTRACTOR INFORMATION FOR SINGLE BID (LUMP SUM)**

Pursuant to the State Colleges Contract Law, N.J.S.A. 18A:64-76.1, all bids submitted shall set forth the names and license numbers of all subcontractors to whom the bidder intends to subcontract the plumbing and gas fitting work; the refrigeration, the heating and ventilating systems and equipment; the electrical work, including any electrical power plants; tele-data, fire alarm, or security systems; the structural steel and ornamental iron work (individually, the "Trade" or collectively, the "Trades").

For each Trade listed below for which the work will be completed by a subcontractor you must list for each such subcontractor at a minimum the name and, where applicable, license number (or in lieu thereof enclose a copy of the license with this form) and preferably you will also list the subcontractor's address, telephone number, and fax number. If the work will be self-performed by the bidder, you may indicate that by inserting the name of the bidder (next to "Name"). If work by that Trade is not required per the scope of work of the project, you may indicate that by inserting "Not required" (next to "Name"). If the name of a subcontractor is not provided on this form for any one or more of the Trades, the bidder, in submitting its bid, certifies that, for such Trades, either the work will be self-performed by the bidder, or the work is not required per the scope of work.

**Failure to complete this form as required may result in your bid being disqualified.**

**Plumbing and Gas Fitting Work**

**List information for Subcontractor, if any:**

Name: \_\_\_\_\_  
License Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Refrigeration, Heating and Ventilating Systems and Equipment**

**List information for Subcontractor, if any:**

Name: \_\_\_\_\_  
License Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Electrical Work, including any Electrical Power Plants, Tele-data, Fire Alarm, or**

**Security Systems**

**List information for Subcontractor, if any:**

Name: \_\_\_\_\_

License Number: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**Structural Steel Work and Ornamental Iron Work**

**List information for Subcontractor, if any:**

Name: \_\_\_\_\_

License Number: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_  
Bidder Name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Signing Individual

\_\_\_\_\_  
Date

**SMALL BUSINESS, MINORITY AND/OR FEMALE-OWNED BUSINESS REPORTING**

1. Contractor and sub-contractors are requested to check all of the following that apply to their company and, if applicable, submit a copy of their certificate(s):
  - A. My company is certified by the NJ Department of Treasury, Division of Revenue as a:  
\_\_\_\_\_ small business \_\_\_\_\_ minority-owned business \_\_\_\_\_ female-owned business
  - B. My company is certified by the NJ Department of Transportation as a:  
\_\_\_\_\_ small business \_\_\_\_\_ minority-owned business \_\_\_\_\_ female-owned business
  - C. My company is a \_\_\_\_\_ small business \_\_\_\_\_ minority-owned or \_\_\_\_\_ female-owned but is not certified by either NJ Department.
  - C. \_\_\_\_\_ My company is not a small business, minority-owned or female-owned.

\_\_\_\_\_  
**Signed**

\_\_\_\_\_  
**Date**



**PERFORMANCE BOND & PAYMENT BOND**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_ as Principal, and \_\_\_\_\_, a corporation of the State of \_\_\_\_\_, duly authorized to do business in the State of New Jersey, having an office at \_\_\_\_\_, are hereby held and firmly bound unto The College of New Jersey in the Penal Sum of \_\_\_\_\_ DOLLARS, for payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, enter into a written contract with The College of New Jersey for \_\_\_\_\_ which said contract is made a part of this bond as set forth herein;

NOW, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by \_\_\_\_\_ to be done and performed according to the terms of the said contract; shall pay all lawful claims of sub-contractors, materialmen, laborers, persons, forms of other suppliers or teams. fuel, oils, implements or machinery furnished, used or consumed in the carrying forward, performing, or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulated and agrees that no modifications, omissions, or additions in or to the terms of the said contract, or in or to the plans and specifications therefore shall in any wise effect the obligation of said surety on its bond.

This bond is given in compliance with the requirements of the statutes of the State of New Jersey including N.J.S.A. 18A:64-68 and any amendments thereof.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

BY: \_\_\_\_\_  
ATTORNEY-IN-FACT

Countersigned

NOTE: General Power of Attorney and the current

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

financial statement of the bonding company  
must be attached to each copy (a total of three)  
of the Performance Bond.

BY: \_\_\_\_\_

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

\_\_\_\_\_, surety(ies) on the attached bond, hereby certifies(y) the following:

- (1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ending December 31, \_\_\_\_\_, (insert most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accountants that shall have certified those amounts):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- (3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each surety that surety's underwriting limitation and the effective date thereof):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- (b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18-9 as of date on which such limitation was so established, is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- (4) The amount of the bond to which this statement and certification is attached is \$\_\_\_\_\_.

- (5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) (a) or (3) (b) above, or both, then for each such contract of reinsurance:

- (a) The name and address of each such re-insurer under that contract and the amount of that re-insurer's participation in the contract is as follows:

\_\_\_\_\_

\_\_\_\_\_



- 
- 
- (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c. 243 (C. 17:51B-1 *et seq.*) and any applicable regulations in effect as of the date on which the bond to which this statement certification is attached shall have been filed with the appropriate public agency.

### **CERTIFICATION**

(to be completed by an authorized certifying agent for each surety on the bond)

I, \_\_\_\_\_ (name of agent), as \_\_\_\_\_ (title of agent)

for \_\_\_\_\_ (name of surety),

a corporation/mutual insurance company/other (indicate type of business organization by circling one) domiciled in \_\_\_\_\_ (state of domicile), DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOID and I am subject to punishment.

\_\_\_\_\_  
(Signature of certifying agent)

\_\_\_\_\_  
(Printed name of certifying agent)

\_\_\_\_\_  
(Title of certifying agent)

\_\_\_\_\_  
(Date of Certification)

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**CONSTRUCTION CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

IF AWARDED A CONTRACT YOUR COMPANY/FIRM WILL BE REQUIRED TO COMPLY WITH THE AFFIRMATIVE ACTION REQUIREMENTS LISTED ABOVE.

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Additional Mandatory Construction Contract Language For State Agencies, Independent Authorities, Colleges and Universities Only**

The Executive Order No. 151 (Corzine, August 28, 2009) and P.L. 2009, Chapter 335 include a provision which require all state agencies, independent authorities and colleges and universities to include additional mandatory equal employment and affirmative action language in its construction contracts. It is important to note that this language is in addition to and does not replace the mandatory contract language and good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8. The additional mandatory equal employment and affirmative action language is as follows:

It is the policy of the **[Reporting Agency]** that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the **[Reporting Agency]** to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the **[Reporting Agency]**'s satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the **[Reporting Agency]**'s contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the **[Reporting Agency]** with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the **[Reporting Agency]** no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

To ensure successful implementation of the Executive Order and Law, state agencies, independent authorities and colleges and universities must forward an Initial Project Workforce Report (AA 201) for any projects funded with ARRA money to the Dept. of LWD, Construction EEO Monitoring Program immediately upon notification of award but prior to execution of the contract.



**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I** Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

--	--

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **The College of New Jersey** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **The College of New Jersey** to notify the **The College of New Jersey** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **The College of New Jersey** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	





NON-COLLUSION STATEMENT

Date: \_\_\_\_\_

The College of New Jersey  
The Office of Budget and Finance, Department of Purchasing  
Administrative Services Building, Room 201  
P.O. Box 7718  
Ewing, New Jersey 08628-0718

To Whom It May Concern:

This is to certify that the undersigned bidder \_\_\_\_\_ as not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal submitted to The College of New Jersey on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_

Corporate Seal:

Attest by: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission Expires: \_\_\_\_\_

Notary Public

THIS STATEMENT MUST BE COMPLETED AND SIGNED

## INFORMATION AND INSTRUCTIONS

### For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Form

#### Background Information

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

#### Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor's ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor's responsibility to file new forms with the State should these changes occur.**

**State Agency Instructions:** Prior to the awarding of a contract, the State Agency should first send an e-mail to [CD134@treas.nj.gov](mailto:CD134@treas.nj.gov) to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

#### Instructions for Completing the Form

**NOTE:** Please refer to pages 3 and 4 “USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117” for guidance when completing the form.

#### **Part 1: BUSINESS ENTITY INFORMATION**

**Business Name** – Enter the full legal name of the vendor, including trade name if applicable.

**Address, City, State, Zip and Phone Number** -- Enter the vendor's street address, city, state, zip code and telephone number.

**Vendor Email** – Enter the vendor's primary email address.

**Vendor FEIN** – Please enter the vendor's Federal Employment Identification Number.

**Business Type** - Check the appropriate box that represents the vendor's type of business formation.

**Listing of officers, shareholders, partners or members** - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

**Part 2: DISCLOSURE OF CONTRIBUTIONS**

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

**Name of Recipient** - Enter the full legal name of the recipient.

**Address of Recipient** - Enter the recipient's street address.

**Date of Contribution** - Indicate the date the contribution was given.

**Amount of Contribution** - Enter the dollar amount of the contribution.

**Type of Contribution** - Select the type of contribution from the examples given.

**Contributor's Name** - Enter the full name of the contributor.

**Relationship of the Contributor to the Vendor** - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

**NOTE:** If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

**Part 3: CERTIFICATION**

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity. **(No additional Certification and Disclosure forms are required if BOX A is checked.)**

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

**Read the five statements of certification prior to signing.**

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

## Public Law 2005, Chapter 51 and Executive Order 117 (2008)

### State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

### Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

### Questions & Information

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at:

<https://www.state.nj.us/treas/purchase/eo134questions.shtml>

Reference materials and forms are posted on the Political Contributions Compliance website at:

<http://www.state.nj.us/treasury/purchase/execorder134.shtml>

### **USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117**

- **“Business Entity/Vendor”** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual's civil union partner and any child residing with that person.<sup>1</sup>
- **“Officer”** means a president, vice president with senior management responsibility, secretary, treasurer, chief executive officer or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- **“Partner”** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

<sup>1</sup>Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

**USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117**

- **“Contribution”** is a contribution, including an in-kind contribution, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee or a currency contribution in any amount.
- **“In-kind Contribution”** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **“Continuing Political Committee”** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).
- **“Candidate Committee”** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **“State Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **“County Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **“Municipal Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **“Legislative Leadership Committee”** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- **“Political Party Committee”** means:
  1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
  2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
  3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2



State of New Jersey  
Department of the Treasury

Division of Purchase and Property

Two-Year Chapter 51/Executive Order 117 Vendor Certification and  
Disclosure of Political Contributions

**FOR STATE AGENCY USE ONLY**

Solicitation, RFP, or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services \_\_\_\_\_

State Agency Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Contact Email \_\_\_\_\_

Check if the Contract / Agreement is Being Funded Using FHWA Funds

Please check if requesting  
recertification

**Part 1: Business Entity Information**

Full Legal Business Name \_\_\_\_\_  
(Including trade name if applicable)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Vendor Email \_\_\_\_\_ Vendor FEIN (SS# if sole proprietor/natural person) \_\_\_\_\_

**Check off the business type and list below the required information for the type of business selected.  
MUST BE COMPLETED IN FULL**

- Corporation: LIST ALL OFFICERS and any 10% and greater shareholder
- Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- Partnership: LIST ALL PARTNERS with any equity interest
- Limited Liability Company: LIST ALL MEMBERS with any equity interest
- Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

**All Officers of a Corporation or PC**

**10% and greater shareholders of a corporation  
or all shareholder of a PC**

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**All Equity partners of a Partnership**

**All Equity members of a LLC**

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If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

**IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>**

**Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.**

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See Information and Instructions form.)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate  
State Political Party Committee  
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee  
Legislative Leadership Committee

Full Legal Name of Recipient _____
Address of Recipient _____
Date of Contribution _____ Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____
Contributor Name _____
Relationship of Contributor to the Vendor _____
<b>If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions.</b>

Remove Contribution

Add a Contribution

Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

**Part 3: Certification**

- (A)  I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B)  I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C)  I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D)  I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.

**3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:**

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
  - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
  - (ii) Any State, County or Municipal political party committee; OR
  - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
  - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
  - (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

**4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:**

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

**5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.**

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_

Title/Position \_\_\_\_\_ Date \_\_\_\_\_

**Procedure for Submitting Form(s)**

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

**Forms should be submitted either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.**



State of New Jersey

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: Bidder/Offeror:

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND
is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET.

Name Relationship to Bidder/Offeror
Description of Activities
Duration of Engagement Anticipated Cessation Date
Bidder/Offeror Contact Name Contact Phone Number

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Signature:

Title: Date:

**MACBRIDE PRINCIPLES FORM**

**BIDDER'S REQUIREMENT: TO PROVIDE A CERTIFICATION  
IN COMPLIANCE WITH MACBRIDE PRINCIPLES  
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_



## VENDOR QUALIFICATION SHEETS

Vendors are requested to submit evidence of qualifications to meet all requirements as required by the Office of Finance & Business Services at The College of New Jersey by providing the information listed below.

If this information is being requested as part of an RFP or RFQ, vendors may be requested to furnish additional information for clarification purposes. This will in no way change the vendor's original proposal.

### TO BE COMPLETED BY VENDOR

1. Please list the types of commodities that your company can provide.

A.

B.

C.

2. The number of years your firm has been providing these services. \_\_\_\_\_ Year(s)

3. Location of vendor's office that will be responsible for managing contract/service:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**Federal Identification Number:** \_\_\_\_\_

4. Address where all purchase orders and payment are to be mailed by users of any contract(s) resulting from this proposal (if different from above).

#### **Purchase Orders:**

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

#### **Remittances:**

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**VENDOR QUALIFICATIONS- continued**

5. Name of insurance company:

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Types of Insurance: \_\_\_\_\_

6. Name of individual to contact for sales/services information:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

7. List the names and titles of personnel who will service this contract:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. Is your firm registered with the Secretary of State of New Jersey?      **Yes** \_\_\_\_ **No** \_\_\_\_

9. Is your firm incorporated?      **Yes** \_\_\_\_ **No** \_\_\_\_

A) In What State? \_\_\_\_\_

10. Is your firm considered a small business in the State of New Jersey? **If yes, please attach a certificate or certification statement from the New Jersey Commerce and Economic Growth Commission.** If no and you would like to register, please contact the New Jersey Commerce and Economic Growth Commission at 609-777-0885.

**Small Business:**      **Yes** \_\_\_\_ **No** \_\_\_\_

A) What category does your firm fall under?

Gross Revenues do not exceed \$500,000      \_\_\_\_\_

Gross Revenues do not exceed \$5 million      \_\_\_\_\_

Gross Revenues do not exceed \$12 million      \_\_\_\_\_

Under Executive Order 34, TCNJ is responsible for soliciting demographic information from its vendors. TCNJ is required to seek the following information from each firm under contract with us:

1. Is more than fifty percent (50%) of your company minority owned? (circle one)      YES      NO  
(African-American, Hispanic, Asian, and/or Native American)
  
2. Is more than fifty percent (50%) of your company woman owned? (circle one)      YES      NO
  
3. What is the ethnicity of the owner of your company: (check applicable according to 51% ownership)
  - ... Asian American
  - ... Multiple Ethnicities
  - ... Non-Minority
  - ... Hispanic American
  - ... African American
  - ... Caucasian American Female
  - ... Native American
  - ... Unspecified

TCNJ is required to solicit the foregoing information. Your response, however, is **strictly voluntary**. Please be advised that any contracting decisions made by TCNJ will **not** be influenced in any way by your decision to provide the above information.

**EXECUTIVE ORDER #34: MINORITY AND WOMEN BUSINESS ENTERPRISES**

On September 15, 2006, Governor Corzine signed Executive Order 34 establishing a Division of Minority and Women Business Development. The Division is charged with administering and monitoring policies, practices, and programs to ensure that New Jersey owned minority and women business enterprises (MWBE) are afforded an equal opportunity to participate in New Jersey's purchasing and procurement processes.

State entities are required to report to the Division the ethnic and gender composition of the vendors with which we do business.

**VENDOR QUALIFICATIONS-**

11. Please provide a list of former or present clients. Also, indicate the name of a contact person and telephone number for reference purposes. **Any personnel from The College of New Jersey listed as a reference will not be considered a valid reference.**

**A.      Client Name:**

**Contact Name:**

**Telephone Number:**

**Fax Number:**

**Email Address:**

**B.      Client Name:**

**Contact Name:**

**Telephone Number:**

**Fax Number:**

**Email Address:**

**C. Client Name:**

**Contact Name:**

**Telephone Number:**

**Fax Number:**

**Email Address:**

**D. Client Name:**

**Contact Name:**

**Telephone Number:**

**Fax Number:**

**Email Address:**

**VENDOR QUALIFICATIONS- continued**

12. Please answer the following questions related to your prior experience:

- a. Has the bidder been found, through either court adjudication, arbitration, mediation, or other contractually stipulated alternate dispute resolution mechanism, to have: failed to provide or perform goods or services; or failed to complete the contract in a timely manner; or otherwise performed unsatisfactorily under a prior contract with the contracting unit? If yes, attach summary of details on a separate sheet.

Yes \_\_\_\_\_

No \_\_\_\_\_

- b. Has the bidder defaulted on a contract, thereby requiring the local unit to utilize the services of another contractor to provide the goods or perform the services or to correct or complete the contract? If yes, attach summary of details on a separate sheet.

Yes \_\_\_\_\_

No \_\_\_\_\_

- c. Has the bidder defaulted on a contract, thereby requiring the local unit to look to the bidder's surety for completion of the contract or tender of the costs of completion? If yes, attach summary of details on a separate sheet.

Yes \_\_\_\_\_

No \_\_\_\_\_

- d. Has the bidder been debarred or suspended from contracting with any of the agencies or departments of the executive branch of the State of New Jersey at the time of contract award, whether or not the action was based on experience with the contracting unit. If yes, attach summary of details on a separate sheet.

Yes \_\_\_\_\_

No \_\_\_\_\_

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## CONTRACT FOR CONSTRUCTION

Agreement made on \_\_\_\_\_, 2019 between The College of New Jersey as the project owner, and, as the Construction Contractor

Contractor:  
Address:

Project: Tennis Court Repairs

1. **EMPLOYMENT OF CONTRACTOR/PROJECT DESCRIPTION.** The College employs the Contractor and the Contractor agrees to perform the construction for the project identified above. The project is described in the College's plans and specifications prepared by the project architect.
2. **CONTRACT DOCUMENTS.** This contract includes the plans and specifications, and also the following documents:
  1. Request for Bids
  2. Contractor's Bid
  3. General Conditions of the Contract for Construction
  4. Addenda and clarifications issued before the bid due date
  5. Project Bidding Schedule
3. **PROJECT ARCHITECT.** The project architect is responsible for the design of the project, acting as the College's representative on the project, and performing the duties of the project architect during the construction and completion of the project. The project architect is:

AE Firm:  
Address:

4. **SCOPE OF WORK.** The Contractor shall perform the construction work specified in this contract including the contract documents. The Contractor shall assume full responsibility for constructing and completing the project and all the work in this contract and the contract documents, including providing all labor, subcontractors, materials and equipment required, and providing all supervision, management, and scheduling required in the general conditions and as noted throughout the contract documents.
5. **CONTRACT TIMES.** All dates and durations specified for the start of construction, the milestones dates specified in this contract and the substantial completion and final completion of the project are agreed to be of the essence.
  - a. **CONSTRUCTION START.** The construction work shall start no later than 10 calendar days after the College issues a Notice to Proceed to the Contractor.
  - b. **MILESTONES.** The construction tasks or activities shall be completed within the following number of calendar days after the construction start date (the actual dates will be set forth in the Notice to Proceed):





- c. **SUBSTANTIAL COMPLETION.** The construction work and the project shall be substantially completed, meaning capable of being reasonably utilized for the purpose intended, within \_\_\_\_\_ calendar days after the construction start date (the actual date will be set forth in the Notice to Proceed). Substantial Completion pertains to all milestone dates of the project schedule.
  - d. **FINAL COMPLETION.** The construction work, the project and the contract shall be finally completed within \_\_\_\_\_ calendar days after the construction start date (the actual date will be set forth in the Notice to Proceed). The requirements for final completion are defined in the general conditions of the contract for construction as well as the technical specifications of the project.
  - e. **DELAYS AND EXTENSIONS OF CONTRACT DATES.**
    - 1. **Delays Warranting Extensions.** If the Contractor is unavoidably prevented from completing any part of the work within the milestone, substantial completion or final completion dates in this contract by causes beyond the control and without the fault of the Contractor or its subcontractors, those contract dates will be extended by amounts equal to the time lost due to such delays, provided the Contractor requests extensions in accordance with the general conditions. The Contractor's right to extensions, the terms and conditions of extensions, and the right to extra compensation for certain extensions shall be governed by the general conditions.
    - 2. **Requests for Extensions.** The Contractor must provide the College with a written notice of delay and request for an extension within 24 hours of the beginning of a delay, or it will not be entitled to an extension. Written notices and requests must comply with the general conditions, and the failure to submit them will preclude the Contractor from making any claim for an extension under the contract.
  - f. **EXTENSION TERMS.** The contract dates will be extended for the delays specified in the general conditions to the extent the delays prevent completion of the work required by the contract dates and shall be calculated in accordance with the general conditions. When there is a delay warranting an extension of the contract dates, the College is not required to authorize extra compensation to fund efforts to reduce or eliminate the effect of the delay, but if the College elects to do so, and requires such efforts as a change to the contract, the Contractor shall perform the extra work and be entitled to extra compensation for it under the change order provisions in the contract and the general conditions. The possibility of additional compensation to accelerate because of delays shall not apply to delays for which the Contractor is responsible under the contract and general conditions.
6. **LIQUIDATED DAMAGES FOR DELAY.** If the Contractor fails to substantially complete the project by the substantial completion date specified, the Contractor shall pay the following amounts as liquidated damages for delay for each calendar day that the project is not substantially complete beyond the substantial completion date. Liquidated damages shall be established at 1/20<sup>th</sup> of 1% of the base contract amount per calendar day.

The College and the Contractor agree that the actual loss to the College from construction delays and the inability to use the project in a substantially completed state are for the most part difficult to quantify, and that the foregoing liquidated damages formula results in damages amounts that are reasonable and are not penalties and are not intended to be penalties. The College and the Contractor agree that the amount of liquidated damages per calendar day for delays in the substantial completion of the project is a reasonable estimate of the damage to the College for not being able to use the project in a substantially completed state. The College may deduct liquidated damages from payments due under this contract, but its failure to



withhold liquidated damages to assert claims for liquidated damages shall not be deemed a waiver of the College's right to withhold or to assert claims for damages for any delays which occur at any time on the project.

7. **CONTRACT PRICE.** The Contractor shall be paid \$ \_\_\_\_\_ for the complete performance of this contract which was proposed by the Contractor in its bid and accepted by the College. The Contractor shall be entitled to additional compensation for authorized changes which include the cost of the changes and mark-ups included in change orders approved by the College in accordance with the change order provision in the general conditions.
  
8. **PAYMENTS TO CONTRACTOR.** The Contractor will be paid by the College in accordance with this paragraph and the general conditions in the contract.
  - a. **MONTHLY PROGRESS PAYMENTS.** The College will make progress payments as the work proceeds based on written invoices submitted monthly by the Contractor and approved by the architect and the College. No payments will be made until the Contractor submits a unit schedule break down showing the portions of the total contract price for each principal category of work and value loaded CPM schedule allocating the contract price among the schedule activities. Monthly progress payment amounts shall be based on the percentages of the work completed as of the end of the pay period (less earlier payments). All payment requests or invoices and all payments shall be governed by the general conditions as well as the special requirements of this contract, including the requirement that progress payments shall be based on a unit schedule breakdown and a value loaded CPM schedule.
  
  - b. **RETAINAGE.** The College will retain 2% of the amount due on each partial payment pending completion of the contract.

Upon acceptance of the work performed pursuant to the contract, all amounts being withheld by the College shall be released and paid in full to the contractor within 45 days of the final acceptance date agreed upon by the contractor and the State college, without further withholding of any amounts for any purpose whatsoever, provided that the contract has been completed as indicated. The holding and release of retainage shall be governed by the general conditions.

- c. **CHANGE ORDERS.** The Contractor shall invoice for change order work in the monthly contract progress payment invoices as the change order work is performed, but only after a written change order and TCNJ issued Purchase Order has been signed by the College.
  
- d. **FINAL PAYMENT.** Upon final completion of all work included in the contract including all change orders, upon acceptance of the work by the architect and the College, upon the satisfactory completion of all of the requirements in the general conditions for completion, and upon the issuance of the certificate of final completion, the Contractor will be paid the fully adjusted contract balance including any retainage withheld. The invoice for final payment and final payment shall also be subject to the general conditions and the special requirements of this contract.
  
- e. **PAYMENT TERMS.** All invoices and payments shall also be subject to the general conditions, including the provisions regarding payments, and to the right of the College to withhold payments or to make deductions from payments. See also the Prevailing Wage Act requirements in paragraph 22. The College will pay proper final invoices within 30 days of their submission to the College with the approval of the architect.



- f. SUBMISSION OF INVOICES:** Prior to the submission of the invoice, the contractor will submit to the owner and architect, in draft form, a “pencil copy” of the monthly invoice for review and approval setting forth each line item the contractor intends to request payment in that invoice based on the claimed percent completed for that line item. Upon receipt of said “pencil copy”, the owner and architect shall observe the work and in place and, on the basis of such observations, will either approve the amounts requested or modify the contractor’s request, based on the owners independent assessment of the work in place. The owner will then return the pencil copy invoice to the contractor for the contractor to then adjust and submit the final invoice with the agreed to percentages completed per line item to the owner for payment. No invoice shall be submitted for payment until all amounts and completion percentages have been determined in this manner.
- g.** For the purposes of the State’s Prompt Payment of Contractors and Subcontractors Act (N.J.S.A. 2A:30A-1, et seq.)
- (1) An invoice will be deemed to have been received when it is received by the owner at the address designated in the pre-construction conference for receipt of the invoices.
  - (2) The “billing date” as that term is used in N.J.S.A. 2A:30A-2 shall be the earlier of the date upon which an invoice for payment is approved for payment or 20 days after the invoice is received, unless within such 20 day period the invoice is found to be incomplete or otherwise unacceptable and returned to the contractor, with a written explanation of deficiencies.
  - (3) In the event that an invoice is found to be deficient and returned to the contractor, the “billing date” shall be calculated from the date that a corrected invoice is received.
  - (4) Payment shall be considered to have been made on the date on which a check for such payment is dated.
  - (5) Payment terms (e.g. “net 20”) offered by the contractor shall not govern the owners obligation to make payment.
  - (6) The following periods of time will not be included in the calculation of the due date of any contractor invoice:
    - Anytime elapsed between receipt of an improper invoice and its return to the contractor, not to exceed 20 calendar days; or
    - Any time elapsed between the owner’s return of an improper invoice to the contractor and the owner’s receipt of a corrected invoice.
- h. LIMITATIONS ON APPLICABILITY:** The provisions of this Article shall not govern the owner’s payment obligations nor shall they supersede or modify any other contractual provision allowing the withholding of monies from the contractor to the extent that the contractor has not performed in accordance with the provisions of the contract. Nor shall this Article govern the owner’s payment obligations nor supersede or modify any other contractual provision governing contractor claims for additional compensation beyond the base contract price and approved change orders.
- i. INTEREST:** Interest shall be payable on amounts due the contractor if not paid within thirty (30) calendar days after the billing date specified in the above subparagraph, as provided under the State’s Prompt Payment of Contractors and Subcontractors Act. Interest on amounts due shall be payable to the contractor for the period beginning on the day after the required payment date and ending on the date on which the check for payment is drawn. Interest may be paid by separate payment to the contractor, but shall be paid within 30 days of payment of the principal amount of the approved invoice. Nothing in this article shall be construed as entitling the contractor to payment of interest on any sum withheld by the owner for any reason permitted under the contract or applicable law, or on any claim for additional compensation, over



and above sums due under the base contract or approved change orders.

**j. SUSPENSION OF PERFORMANCE:** A contractor not paid sums due under an approved invoice within thirty (30) days of the billing date may suspend performance without penalty for breach of contract, but only after providing the owner with seven (7) days written notice of non-payment, and only in the event that the owner fails to furnish the contractor, within that seven day period, with a written statement of the amount withheld and the reasons for the withholding. Nothing herein shall be construed to excuse the contractor's nonperformance, or to limit the owner's rights and remedies relating to such nonperformance, with regard to any monies withheld from the contractor upon the proper notice provided under this Article, or with regard to any contractor claim disputed by the owner.

**k. Alternative Dispute Resolution:** Disputes regarding nonpayment of a contractor's invoice under this Article may be submitted to a mediator upon agreement of the College. In such event, the College and the contractor shall share equally the fees and expenses of the selected mediator. Provided, however, that nothing herein shall be construed, in whole or in part, as a waiver, release or modification of the provisions of the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., as it governs claims against the College.

**9. CHANGES, CHANGE ORDERS AND CHANGE ORDER DELAYS.** The College may at any time authorize and direct written changes in the work which change the scope of the work and which increase or decrease the contract price. All changes including adjustments of the contract price shall be governed by this paragraph and the change order provision in the general conditions. If a change issued by the College delays the completion of any activity in the project CPM schedule, the time allowed for that activity shall be extended, and if a delay in that activity delays other activities, the critical path or the completion dates in the contract, then they too will be extended. The Contractor shall make reasonable efforts in scheduling changed work so that it does not delay or extend activities in the CPM schedule critical path, including the substantial and final project completion dates. The Contractor shall also make alternate proposals for change order work which include acceleration for the changed work where feasible to achieve this goal, and shall include the cost of such efforts in its change order requests and proposals. Change orders must specify whether they result in any delay (or extension) to any activities in the schedule, including an identification of the activities and the amount of delay in each. If no delay or extension is specified in a change order, it will be deemed an agreement by the College and the Contractor that no delay or extension results from the change order.

**10. CONTRACTOR'S REPRESENTATIONS.** The Contractor represents to the College that it has:

**a. EXAMINATION OF CONTRACT DOCUMENTS.** Examined and carefully studied the contract documents and the other documents in the bid documents, and that they are sufficient for performing the contract work at the contract price.

**b. EXAMINATION OF SITE.** Visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect the cost, progress, and performance of the contract work.

**c. FAMILIARITY WITH LAW.** Familiarized itself with all federal, state, and local laws and regulations that may affect the cost, progress, and performance of the contract work.

**d. FAMILIARITY WITH OTHER INFORMATION AND OTHER DOCUMENTS.** Carefully studied all reports of investigations and tests of site and subsurface conditions at or contiguous to the site and all drawings of physical conditions at the site including surface or subsurface composition, water, structures and utilities at or near to the site.



e. **ADDITIONAL INFORMATION NOT REQUIRED FOR BIDDING OR CONTRACT PERFORMANCE.** Does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the contract price.

11. **ASSIGNMENT OF CONTRACT.** The Contractor may not assign this contract or any rights under or interests in the contract including its right to payments under the contract.

12. **CONTRACTOR PERSONNEL ASSIGNED.** The College reserves the right to request and have any member of the contractor’s or subcontractor’s staff replaced on the project for any reason.

13. **DOMESTIC MATERIALS - N.J.S.A. 52:33-2.** Notwithstanding any inconsistent provision of any law, and unless the head of the department, or other public officer charged with the duty by law, shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, only domestic materials shall be acquired or used for any public work.

This section shall not apply with respect to domestic materials to be used for any public work, if domestic materials of the class or kind to be used are not mined, produced or manufactured, as the case may be, in the United States in commercial quantities and of a satisfactory quality.

14. **NOTIFICATIONS/AUTHORIZED REPRESENTATIVE:**

a. **Notice to the Contractor.** Written notices to the Contractor should be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. **Notice to the College/Authorized Representative:** Written notices from the Contractor to the College should be addressed to:

The College of New Jersey  
PO Box 7718,  
Ewing, New Jersey 08628

The College’s contracting officer hereby authorizes the Owner’s project representative to receive all contract related correspondence.

15. **CLAIMS BY THE CONTRACTOR.**

a. **GENERAL PROVISIONS APPLICABLE TO ALL CLAIMS.** Claims by the Contractor against the College shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. including the notice and time for suit provisions. For the purpose of determining the time within which The Contractor must file suit under the New Jersey Contractual Liability Act, 'completion of the contract' shall be deemed to have occurred upon achievement of substantial completion as defined in section 12A of these General Conditions.



The Contractor also agrees that it shall not be entitled to assert claims against the College for any compensation beyond that provided for in this contract by reason of the acts or omissions of any third parties, including but not limited to the project architect and any other contractor on this project. The Contractor also agrees that it may not assert claims for extra costs for home office expenses, home office overhead, lost profits or revenue or consequential damages as that term is defined in law. All claims shall also be subject to the terms of this contract including the general conditions, and the Contractor may not assert any claims for extra costs unless it maintains all the records of its estimated and actual costs as required by paragraph 16 and the general conditions. The Contractor also agrees that suits against the College must be pursued in the county where the project is located.

1. Notice of litigation shall be filed in writing with the other party to the Owner-Contractor Agreement and with the court having competent jurisdiction and a copy shall be filed with the Architect and the Construction Manager. The litigation shall be made within the time limits specified herewith where applicable, and in all other cases within a reasonable time after the claim, dispute and other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
2. Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.
  - b. **DELAY CLAIMS.** The Contractor agrees that it may not assert claims for extra compensation by reason of any delays in its work resulting from acts or omissions of any third parties irrespective of extensions granted under paragraph 5, including but not limited to delays caused by third parties such as the project architect, other contractors, utilities and governmental authorities. The College shall only be required to pay additional compensation for delays caused by the College itself, and only to the extent required by N.J.S.A. 2A:58B-3 (delayed performance caused by the College's own negligence, bad faith, active interference or other tortious conduct, but not for reasons contemplated by the parties and not for the negligence of others including others under contract with the College on the theory that such negligence should be imputed to the College). The College shall not be liable for any period of delay when there is a concurrent delay for which it is not responsible. Finally, the Contractor also agrees that it can only assert claims for extra costs due to delays for extra costs at the job site, and may not assert claims for extra costs for home office expenses, home office overhead, lost profit or revenue, or consequential damages as that term is defined in law.
  - c. **CLAIMS BASED ON CONTRACT DOCUMENTS AND INFORMATION PRIOR TO BIDDING.** The Contractor agrees that it can assert no claims for extra compensation beyond the bid and contract price for constructing the completed project by reason of any errors, omissions or deficiencies in the contract documents to the extent that a reasonably competent contractor should discover the error, omission or deficiency in connection with the preparation of a bid because of its obligation to review and study the bid documents before submitting its bid, and because of its representation in paragraph 10 that it did so. In addition, the Contractor agrees that it can assert no claims for extra compensation beyond the bid and contract price for constructing the completed project by reason any lack of information affecting the construction of the project at the time of bidding, or errors in the information included or referenced in the





bid documents except to the extent permitted by Article 1 of the general conditions. The Contractor shall notify the College in writing before submitting its bid of any errors or omissions in the information provided or be precluded from seeking extra compensation or asserting a claim.

- d. **MEDIATION.** If a dispute or claim arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules before resorting to arbitration or litigation. The Owner reserves the right to request a mediation if it deems it necessary.

- 16. **COST RECORDS FOR EXTRAS, AUDITS, CLAIMS:** Pursuant to N.J.A.C. 17:44-2.2, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

The Contractor shall maintain and retain weekly payroll, material, subcontractor, supplier, overhead and other cost and accounting records for the project, and for additional services or extras required by the College, including all costs which the Contractor is entitled to be paid under the contract. The Contractor shall require its subcontractors on the project to do likewise. The Contractor shall also maintain all estimates and takeoffs used in preparing and calculating its bid price. The records shall be maintained and shall be made available to the College or its representatives when requested. These records shall be maintained in accordance with generally accepted accounting principles and practices for a period of 5 years after final payment is received by the Contractor, or the duration of any dispute or lawsuit arising out of the project, whichever is later. Any failure to maintain or produce such records shall preclude the Contractor from being paid or retaining any payments which are based on costs or which should be, and expenses of it or its subcontractors including extra costs which are reflected in the records. This includes the basic contract compensation as well as extra compensation for change orders and claims of any kind.

- 17. **INDEMNITY/LIABILITY TO THIRD PARTIES:** The Contractor agrees to defend, indemnify and save harmless the College and its officers, agents, servants and employees from and against any and all suits, demands, claims, losses and damages of any kind arising out of, or claimed to have arisen out of any negligent act, error, omission or breach by the Contractor, its officers, agents, servants, employees, consultants, subcontractors or suppliers, in the performance of this contract. The Contractor shall, at its own expense, defend, and pay all charges for attorneys and all costs and other expenses arising from such suits or claims. If any judgment is rendered against the College or any of its officers, agents, servants or employees for which indemnification is required under this paragraph, the Contractor shall satisfy and discharge it. The College shall give prompt written notice to the Contractor of claims and suits for which indemnity is required in this paragraph.

- 18. **INSURANCE BY THE CONTRACTOR:** The Contractor shall procure and maintain at its own expense, insurance for damages imposed by law and assumed under this contract until at least 1 year after the completion and acceptance of the project. The insurance shall be of the kinds and in the amounts required in this paragraph, and shall be issued by insurance companies approved to do business in New Jersey. The College of New Jersey, the State of New Jersey, and the NJ Educational Facilities Authority shall be named as an additional insured on the Commercial General Liability Insurance policy. The Contractor expressly agrees that any insurance protection required by this



contract shall in no way *limit* the Contractor's obligations under this contract, and shall not be construed to relieve the Contractor from liability in excess of such coverage. Nor shall it preclude the College from taking such actions as are available to it under any other provisions of this contract or law.

**a. TYPES AND MINIMUM AMOUNTS OF INSURANCE REQUIRED:**

- (1) Commercial General Liability Insurance (CGL).** Commercial General Liability insurance ISO 1088 or later occurrence form of insurance including contractual liability with limits of at least \$1,000,000 combined single limit for bodily injury and property damage liability for each occurrence. The CGL policy shall also include products/completed operations with limits of at least \$1,000,000 per occurrence. This insurance shall be maintained for at least 1 year after the completion of the project.
- (2) Automobile Liability Insurance.** The Automobile Liability Insurance policy shall cover owned, non-owned and hired vehicles and have limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence.
- (3) Workers Compensation/ Employer Liability.** Workers Compensation Insurance shall be maintained by the Contractor and all subcontractors in accordance with the requirements of the law of New Jersey. They shall also maintain Employer's Liability insurance with limits of at least \$500,000 for each occurrence.

**b. EVIDENCE OF INSURANCE.** The Contractor shall when this contract is signed and before beginning the work required under this contract, provide the College with valid certificates of insurance signed by an insurance provider or authorized agent or underwriter to evidence the Contractor's insurance coverage as required in this paragraph, and also copies of the policies themselves. The certificates of insurance shall specify that the insurance provided is of the types and in the amounts required in this paragraph, and that the policies cannot be canceled except after 30 days written notice to the College.

**c. CANCELLATION.** The certificates of insurance shall provide for 30 days written notice to the College before any cancellation, expiration or non-renewal during the term the insurance is required by this contract. The Contractor shall also be required to provide the College with valid certificates of renewal when policies expire. The Contractor shall also, when requested, provide the College with additional copies of each policy required under this contract, which are certified by an agent or underwriter to be true copies of the policies issued to the Contractor.

**d. REMEDIES FOR LACK OF INSURANCE.** If the Contractor fails to renew any of its required insurance policies, or any policy is canceled, terminated or modified, the College may refuse to pay monies due under this contract. The College, in its sole discretion and for its sole benefit, may use monies retained under this paragraph to attempt to renew the Contractor's insurance or obtain substitute coverage if possible for the College's sole benefit, and may invoke other applicable remedies under the contract including claims against the Contractor and its surety. During any period when the





required insurance is not in effect, the College may also, in its sole discretion, either suspend the work under the contract or terminate the contract.

19. **PAYMENT AND PERFORMANCE BOND.** The Contractor is required to furnish the College with a payment bond and a performance bond from an approved surety as described in the general conditions and bid documents. They shall conform to N.J.S.A. 2A:44-147. This contract will not become effective until these bonds are provided to and approved by the College. The bonds must also be accompanied by the surety disclosure statement and certification required by N.J.S.A. 18A:64-68.
20. **ABANDONMENT, POSTPONEMENT, TERMINATION OF PROJECT:** The College reserves the right to terminate this contract for convenience at any time by written notice to the Contractor. Unless otherwise directed, the Contractor shall immediately stop all work upon receipt of such a notice. The College also reserves the right to suspend performance and to terminate for default or improper performance by the Contractor. The rights and duties of the Contractor and the College in the event of a termination or a suspension shall be governed by the general conditions.
21. **CONTRACT TERMS, CHANGES, AND LAW:** This contract (including the completed checklist which is attached) constitutes the entire agreement between the College and the Contractor, and it shall be governed by the law of New Jersey. The terms and conditions of this contract may not be changed except by a writing signed by the Contractor and the College.
22. **PREVAILING WAGE STATUTE.** The Contractor must comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 through 56.57. Workers employed by the Contractor or any subcontractor or sub-subcontractor in the performance of services directly on the project must be paid prevailing wages. As required by N.J.S.A. 34:11-56.27 and 56.28, this contract cannot become effective until the College obtains from the New Jersey Department of Labor a determination of the prevailing wage rates applicable to the project as of the contract award date and attaches a copy to the contract. As required by N.J.S.A. 34:11-56.27, the Contractor or any subcontractor may be terminated if any covered worker is not paid prevailing wages on the project, and the Contractor and its surety shall be liable for any additional costs which result. The Contractor and its subcontractors must be registered with the New Jersey Department of Labor (N.J.S.A. 34:11-56.51 et seq.), and the prevailing wage rates must be posted at the job site (N.J.S.A. 34:11-56.32). The Contractor and its subcontractors must prepare accurate certified records of wages paid for each worker on the project (N.J.S.A. 34:11-56.29), and copies for the period covered by each invoice must be attached to the invoice submitted under the contract. In accordance with N.J.S.A. 34:11-56.33, the Contractor's final invoice must include a statement of all amounts still then due to workers on the project. The Contractor is also cautioned that it must use job titles and worker classifications consistent with those approved by the Department of Labor, and that, if it intends to pay apprentice rates, it must comply with the Department of Labor's regulations at N.J.A.C. 12:60-7.1 through 7.4.
23. **DISCRIMINATION IN EMPLOYMENT.** The Contractor and any subcontractors employed by it shall comply with N.J.S.A. 10:2-1 through 10:2-4 and N.J. S.A. 10:5-1 et seq., including N.J.S.A. 10:5-31 through 35 and the American with Disability Act, 42 U.S.C. 12101, which prohibit discrimination in employment in public contracts. The statute and the rules and regulations promulgated thereunder shall be considered to be part of this contract and binding upon the Contractor and its subcontractors. If the College is notified of any violation of the public contract awarding regulations in accordance with N.J.A.C. 17:27-7.4 concerning the financing of minority and women outreach and training programs, the College reserves the rights to deduct the outreach and training allocation from the contract. During the performance of this contract, the Contractor agrees that:



- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

**24. COMPLIANCE WITH PROCUREMENT STATUTES:** The Contractor warrants and represents that this contract has not been solicited or secured, directly or indirectly, in a manner contrary to the law of New Jersey, and in particular the provisions of N.J.S.A. 18A:64-6.1, 6.2 and 6.3, and that the Contractor has not and shall not violate the law of New Jersey relating to the procurement of or the performance of this contract by any conduct, including the paying of any gratuity of any kind, directly or indirectly, to any College employee or officer. Any violation of this provision shall be cause for the College to terminate this contract, to retain all unpaid and/or unearned monies, and to recover all monies paid. The Contractor shall notify the College in writing of any interest which any officer, employee or consultant of the College has in, or association with, any contractor, subcontractor, material supplier, consultant, or manufacturer, or other party which has any interest in this project.

**25. CONFLICT OF INTEREST:** a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported



in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraph 3a. through 3e. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c.

26. **SET-OFF FOR STATE TAX NOTICE:** Pursuant to N.J.S.A. 54:49-19, and notwithstanding any other provision of law to the contrary, Whenever any taxpayer under contract to provide goods or services to the State of New Jersey or its agencies or instrumentalities, and including the legislative and judicial branches of State government, or under contract for construction projects of the State of New Jersey or its agencies or instrumentalities, and including the legislative and judicial branches of State government, is entitled to payment for the goods or services or on that construction project and at the same time the taxpayer is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The director, in consultation with the Director of the Division of Budget and Accounting in the Department of the Treasury, shall establish procedures and methods to effect a set-off. The director shall give notice of the set-off to the taxpayer, the provider of goods or services or the contractor or subcontractor of construction projects and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S.54:49-18, but no request for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. No payment shall be made to the taxpayer, the provider of goods or services or the contractor or subcontractor of construction projects pending resolution of the indebtedness. Interest that may be payable by the State pursuant to P.L.1987, c.184 (C.52:32-32 et seq.), to the taxpayer, the provider of goods and services or the contractor or subcontractor of construction projects shall be stayed.



THE COLLEGE OF NEW JERSEY

By \_\_\_\_\_  
William Rudeau, Director of Construction

By \_\_\_\_\_  
Lloyd Ricketts, Treasurer

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Facilities Management

By \_\_\_\_\_  
Anup Kapur, Executive Director of  
Procurement

Date \_\_\_\_\_

Date \_\_\_\_\_

CONTRACTOR:

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# **THE COLLEGE OF NEW JERSEY**

December 2007

## **GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

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**ARTICLE 1. CONTRACT DOCUMENTS, INTERPRETATION, INFORMATION FOR BIDDERS, CLAIMS BASED ON BID AND CONTRACT DOCUMENTS.**

**A. Definitions.**

Definitions for the purpose of the contract include the following:

Addendum: A document issued to bidders by the College prior to the bid due date which supplements, revises or modifies the bid solicitation documents furnished for bidding purposes, and which must be identified and included in bids for the contract.

Architect: The architect (A/E) engaged by the College to design the project, to prepare the design documents and assist with bid documents, and may administer the construction contract and act as the agent of the College as described in the contract.

Bulletin: A document prepared by the architect describing proposed changes or additions to the work in the contract document which is issued after contract award. If the College decides to implement the change, it will provide the bulletin to the Contractor and ask it to submit a change order proposal or request (in accordance with the change order provision in the contract, general conditions and other sections of the bidding documents).

Change Order Proposal or Request: A written proposal or request submitted by the contractor in accordance with the change order provision of the contract, general conditions and other sections of the bidding documents, including proposals submitted in response to contract change directives which proposes cost, time and other terms under which the contractor will perform changed work under the contract. If accepted by the College, a written change order signed by the Vice President Facilities Management, Construction and Campus Safety and purchase order signed by the Contracting Officer of the College, and if accepted by the Contractor in writing, it will become part of the contract as a change order.

Contract Amendment: The contract can only be amended by (1) a written amendment identified as such which is signed by the College and the Contractor, (2) a change order signed in accordance with the contract documents, (3) a written contract change directive (CCD) issued by the College which should result in a change order unless issued to address some fault of the Contractor, (4) a written approval or acceptance by the College or the architect of a change requested by the Contractor in writing, provided the request for a change is specifically identified in a submittal.

Contract Change Directive (CCD): A contract change directive (CCD) is a written directive issued by the College which orders an addition, deletion or revision in the work, or a response to an emergency. A contract change directive does not by itself change the contract, but it should result in a change order which does change the contract price or times if warranted. A CCD should specify the terms of the change order which will result, and/or specify a deadline for the submission by the Contractor of a proper change order request, and/or contain other similar terms.

Contract Documents: The contract documents include the signed contract, the bid solicitation documents, the Contractor's bid proposal, and the contract documents listed in the contract. They include but are not limited to the general conditions, any supplemental general conditions, any addenda, plans and specifications, and change orders which are issued and approved by the College after the contract is awarded.

Contract Limit Lines: The lines shown on the contract plans which limit the boundaries of the project site, and beyond which no construction work or activities shall be performed by the Contractor unless otherwise specified in the contract documents including the plans and specifications and supplemental general conditions.

Contracting Officer: The Associate Treasurer of the College shall be the Contracting Officer in connection with the contract and the project. The Contracting Officer and other designee shall have authority to act on behalf of the College under the contract.

Field Order (FO): A written order issued by the architect or the College which requires minor changes in the work which do not result in a change in the contract price or the contract time. If the Contractor believes that a field order warrants the issuance of a change order which changes the contract times or price, it must notify the College and the architect in writing within 48 hours, and its notice must specify the terms of the change order which it believes are warranted, including specific time and price change requests.

Owner's Representative: The Owner's representative is a person or persons designated by the Owner to act on its behalf in administering the construction contract for the College. The Owner's representative may include the Director of Campus Construction, the Project Manager or an independent construction manager working for the Office of Campus Construction.

Site Superintendent: The site superintendent is a person or persons designated by the Owner to witness, observe, record and report on activities in and around the construction site. The site superintendent does not have the authority to stop or change the scope of work of the contract for construction.

Supplemental General Conditions: The part of the contract documents which amends or supplements the general conditions for the project.

**B. Intent of Contract Documents.**

The intent of the contract documents is to describe a functionally complete and aesthetically acceptable project to be constructed and completed by the Contractor in every detail in accordance with the contract documents. Any work, services, materials, equipment or documentation that may be reasonably inferred from the contract documents or from prevailing custom or trade usage as being required to produce a complete project shall be supplied whether or not specifically identified at no additional cost to the College. Where the contract documents describe portions of the work in general terms but not in complete detail, only the best construction practices and only materials and workmanship of the first quality are to be used. Only where the contract documents specifically describe a portion of the project as being performed by others is the contract work to be considered to include less than the entire project.

**C. Interpretation of Contract Documents.**

When two or more interpretations of a specification for the work are possible, the most stringent or the highest cost interpretation shall apply as determined by the Architect. The Architect (or in the absence of the Architect, the Owner) shall be the sole interpreter of the plans and specifications and the contractor's performance therewith. It is the intent of these plans and specifications to provide materials of a quality consistent with the highest standards provided under similar circumstances in the same general geographical area.

**D. Law and Referenced Standards.**

The Contractor is required to comply with all federal, state and local laws and regulations which apply to the project, the work and the contract. Where the contract documents refer to any publication, including but not limited to any standard, which affects any portion of the work or the project, it shall be considered to mean the edition or revision in effect on the bid due date unless otherwise specified in the contract documents. No provision in any publication including any standard shall change or affect the duties and responsibilities of the College, the Architect or the Contractor. Nor shall they create an obligation on the part of the College or the Architect to supervise or direct the Contractor's work.

**E. Plans and Specifications.**

The plans will include general plans and such details as deemed necessary to give a comprehensive representation of the construction required. The Contractor shall keep one set of plans available at the project site which shall be available for inspection by the College and the Architect at all times. All alterations affecting the requirements in the plans must be authorized in writing, and shall be promptly noted on the Contractor's record set of plans which are maintained at the site for inspection by the Contractor, the College and the Architect

**F. Order of Precedence of Contract Documents.**

Each of the contract documents is an essential part of the contract, and a requirement specified in one part of the documents is binding as if specified in all. The contract documents are intended to be complementary and to describe and provide for a complete project. If there is any conflict among the contract documents, the signed contract and all approved change orders shall control. As to the other contract documents, the order of the precedence shall be as follows:

- (a) Contract
- (b) Addenda
- (c) Supplemental General Conditions
- (d) General Conditions
- (e) Specifications
- (f) Plans
  - i. Notes
  - ii. Large Scale Details
  - iii. Sections
  - iv. Elevations
  - v. Plans
- (g) Scope of Work Description

**G. Organization of Plans and Specifications.**

The arrangement of the plans and the organization of the specifications into divisions, sections or articles shall not be construed by the Contractor as being intended to divide or allocate the work among subcontractors or trades or to establish the scope of the work to be performed by particular subcontractors or trades. The Owner is not liable for the Contractor dividing and separating the contract documents into individual packages to sub-contractors and therefore contract items not being figured for by the contractor accordingly. The contract documents work together as a whole, and therefore the contractor is required to coordinate the entire package with all its sub contractors.

**H. Required Approvals.**

In all cases where approvals or decisions under the contract documents are required from the College, the work shall not proceed without the required approvals and decisions in writing.

**I. Conformity of Work to Contract Documents.**

All work performed shall conform to the lines, grades, cross-sections, dimensions, material requirements, tolerances, details and other information in the contract documents. The purpose of tolerances is to accommodate occasional minor variations from the middle portion of the tolerance range which are unavoidable despite reasonable construction practices. When a maximum or minimum tolerance value is specified, the material and the work shall be controlled so that they shall not be preponderantly of borderline quality or dimension.

**J. Work Involving Existing Structures.**

On projects involving alterations, remodeling, repairs, installations or other work in pre-existing structures or systems, the Contractor shall by personal inspection of the existing structures and systems satisfy itself as to the accuracy of any information provided which may affect the quantity, size and/or quality of materials required for a satisfactorily completed contract and project, including information which is not identified or included in the plans and specifications. The Contractor shall provide all material and labor required to complete the work and contract based on conditions which can be reasonably observed by a competent and diligent contractor before bidding.

**K. Verification of Dimensions.**

The Contractor shall verify all dimensions at the job site and shall take any and all measurements necessary to verify the information in the plans. The Contractor shall properly and accurately layout and survey the work. Any errors or discrepancies affecting the layout of the work shall be reported to the Architect and the College immediately in writing. No work affected by any error or discrepancy shall proceed until such discrepancy is resolved by a written decision of the Architect with the consent of the College.

**L. Manufacturer Literature.**

Manufactured articles, materials and equipment shall be installed, applied, connected, erected, used, cleaned and conditioned in accordance with the manufacturer's written instructions unless otherwise specified in the contract documents. If there is any conflict between manufacturer literature and the contract documents, it shall be reported by the Contractor to the Architect and the College in writing, and the Contractor shall not proceed without a written decision by the Architect with the consent of the College.

**M. Quality -- General Requirement.**

Where no explicit quality or standard are specified for work, materials or equipment, they shall be new, of good quality, free of defects, suitable for their intended use, in conformity with the contract documents, and consistent with the highest quality of the surrounding work and of the construction of the project generally.

**N. Examination of Contract Documents Before Bidding/Errors, etc.**

The Contractor represents and warrants that before bidding it examined and carefully studied the contract documents and other documents included or referred to in the bid documents. The Contractor also represents and warrants that the documents are sufficient for bidding and performing the contract work at the contract price. Should it appear that any of the work or materials are not sufficiently or properly detailed or explained in the contract documents, the Contractor shall notify the College in writing before the bid deadline for submitting questions.

Errors, omissions, conflicts, discrepancies, inconsistencies or other defects in the contract documents or between the contract documents and any codes, standards or other applicable documents which are capable of being discovered by a diligent and competent contractor before bidding shall be reported to the College in writing before the bid deadline for submitting questions. If errors, omissions, inconsistencies or other defects in the contract documents are not discovered until after the bid due date, the Contractor shall promptly notify the College and the Architect of them, provide written recommendations regarding changes or corrections to resolve any such errors, omissions, inconsistencies or defects, and obtain the Architect's written interpretation and approval before proceeding with the work affected.

**O. Site Information.**

Soil borings, test pits or other subsurface or site information regarding the physical site and subsurface conditions on or near the site may have been obtained from independent contractors for the purpose of preparing the design documents for the project rather than for the purpose of contractor estimating or bidding. Such information may be identified or included in the contract documents so that it can be reviewed by bidders during the bidding phase, but

because of the limited nature and purpose of the information, it shall not be considered to be part of the contract documents, and the Contractor must assume responsibility for interpreting and relying upon the information.

**P. Sufficiency of Documents Provided for Bidding.**

The Contractor represents and warrants that before bidding it carefully studied all reports, surveys and documents included or identified in the bid documents regarding observations, inspections, investigations and tests of the site and subsurface conditions at or near to the site, and all information provided to bidders regarding physical conditions at or near the site, including surface and subsurface composition, water, structures and utilities, and that it determined that no further examinations, investigations, tests, studies or data were necessary for bidding or the performance of the contract work at the contract price. If the Contractor concluded that additional information is required, it must notify the College in writing before the bid deadline for submitting questions.

**Q. Examination of Site Before Bidding.**

The Contractor represents and warrants that before bidding it visited the site and familiarized itself with and was satisfied as to the general, local and site conditions which may affect the cost, progress and performance of the work and the contract, and that its bid and bid price take into account all such conditions. No additional costs will be borne by the Owner for conditions that existed and were reasonably observable or described at the time of bidding.

**R. Hazardous Materials On Site.**

The Contractor will not be responsible for hazardous environmental conditions uncovered or discovered on the site which were not disclosed in the contract documents. If such conditions are discovered, the Contractor shall stop work and notify the College in writing immediately. The College may issue a written directive to the Contractor requiring it to stop work until the hazardous environmental condition is remedied, and the Contractor will be entitled to an extension of the contract times if an extension is warranted under the provisions of the contract and the general conditions regarding extensions. The College may also make changes in the contract in response to the conditions, and the contract will be changed in accordance with the change order provisions in the contract and the general conditions.

**S. Limitation on Claims Based on Contract Documents and Information Provided for Bidding.**

The Contractor may not assert claims for extra compensation beyond the bid and contract price for constructing the completed project by reason of any errors, omissions, inconsistencies, or defects in the contract documents which are discoverable by a diligent and competent contractor, because of its obligation to review and study the bid documents before submitting its bid, and because of its obligation to notify the College in writing before submitting its bid of errors, omissions, inconsistencies, and defects in the documents. This limitation on claims may be modified and further restricted in the signed contract when the contract requires the Contractor to participate in any aspect of the design phase.

The Contractor may assert claims for extensions and additional compensation in accordance with the contract and general conditions if information regarding the site which is identified in the bid or contract documents is factually inaccurate, and the inaccuracy is one which a reasonably competent and diligent contractor would not discover in preparing a bid. The Contractor may not assert a claim for an extension or extra compensation when it claims, not that the information is factually inaccurate, but rather that conclusions, inferences or judgments made in reliance on accurate information prove to be incorrect.

**ARTICLE 2. THE COLLEGE.**

**A. General Rights and Responsibilities of the College.**

The College as the owner of the project is entitled to have the Contractor perform and complete the contract work in accordance with the contract documents, including the time of completion, quality and documentation requirements of the contract. The College for its part undertakes to furnish the site, to notify the Contractor of any restrictions on the site which could affect the Contractor's performance of the contract, to obtain approvals relating to the

site which are needed for the construction to proceed, to pay the Contractor in accordance with the contract, and to act reasonably in reviewing all documentation, claims and questions properly submitted to it under the contract. The College also undertakes to provide the information and items which it expressly agrees in the contract documents to provide.

The College shall also have such other rights and responsibilities as are specified in the contract documents. The College will not supervise the Contractor's work or be responsible for the Contractor's construction means and methods, or the contractor's safety practices, or any failure of the Contractor to comply with the contract or any laws or regulations.

**B. College Representative, Authority to Decide Contract Questions.**

The Contracting Officer delegates its authority to the Owner's representative who is authorized to act and make decisions on behalf of the College regarding matters specified in the contract documents. However, the Owner's representative is not authorized to make or agree to changes to the contract involving time, contract price or material changes.

All changes to the contract including change orders that modify contract price, contract time or other material change to the contract must be reviewed and approved by the Contracting Officer or his/her designee. The contracting officer designates that the Vice President for Facilities Management, Construction and Campus Safety is authorized to approve change orders.

The Owner's representative, in consultation with the Architect, is authorized to decide on behalf of the College all questions regarding the quality, acceptability and rate of progress of the work, all questions regarding the interpretation of the contract documents, all questions regarding the acceptability of the performance of the contract by the Contractor, and all questions regarding the compensation due to the Contractor. Where the Owner's representative is authorized to render decisions under the contract regarding disputes or claims, he/she shall consult with the Architect and shall not act arbitrarily so as to unfairly benefit either the College or the Contractor.

**C. Required Approvals.**

In all cases where approvals or decisions are required from the College under the contract documents, such approvals or decisions shall be made reasonably, except in cases where a specific standard applies such as, for example, situations where the College is entitled to exercise unqualified discretion in selecting the types of materials, products or construction which it decides to procure.

**D. Information Required from College.**

Information which the contract documents specify the College will provide shall be provided with reasonable promptness.

**E. Permits, Responsibility for.**

The College will arrange and pay for permits and permit inspections, including building code permits except to the extent that the specifications specify otherwise. The Contractor will arrange for and coordinate all inspections and the dates and times for all inspections with local, state and independent agencies and include the Owner's representative or the site superintendent.

**F. College Inspection of the Project.**

The College shall have the right to be represented at the site by the Owner's representative(s), the site superintendent and other College employees designated by the College, the project architect, and other consultants designated by the College or the architect. They shall have the right to visit the site, inspect work and materials, inspect project documentation, conduct tests, attend meetings, meet with Contractor and subcontractor representatives, investigate problems, conduct studies, and make reports. They shall be allowed access to all parts of the work, and the Contractor shall furnish them with information and assistance when they request it.

The Contractor shall give the College and the architect timely notice of readiness of work for observation, inspection and testing, and shall cooperate with these efforts. The Contractor shall also comply with any inspection and testing procedures specified in the contract documents.

The Contracting Officer, the Architect and the Owner's representative shall have the right to direct the Contractor to remove or uncover unfinished work if deemed necessary to inspect work or materials in place.

If work is covered before it is inspected because the College, the architect or any consultant were not afforded a reasonable notice and opportunity to inspect, or where the contract documents or any law require an inspection, the Contractor shall uncover and replace work at its own expense if required to do so by the College.

If any other portion of the work not specifically required to be inspected is covered, and the College or the architect did not ask to observe or inspect the work before it was covered, the College may nonetheless ask to inspect the work. If the College does so, the Contractor shall uncover the work for inspection. If the work uncovered is found to be in accordance with the contract documents, the cost of uncovering and replacement shall be paid by the College by a change order. If the work uncovered is found not to be in compliance with the contract documents, the Contractor shall pay all costs of uncovering and replacement, and also remedy the defect or deficiency at its own cost.

The College at all times retains the right to stop all or part of the work by a written direction because of defective work until the defect is eliminated. This right shall not give rise to any duty on the part of the College to exercise the right for the benefit of the Contractor or those performing its contract.

**G. College Inspectors, Duties and Limitations.**

If the College designates inspectors to inspect work and materials and project documentation, they will not be authorized to alter or waive any requirements or provisions in the contract documents. The College's inspectors will not be authorized to issue instructions contrary to the contract documents or to act as foremen or employees of the Contractor. College inspectors will have the authority to reject unsuitable work or materials, subject to written confirmation by the Owner's representative. If the Contractor believes that any action of a College inspector is contrary to the contract documents, it shall notify the Owner's representative and the Architect in writing within 48 hours. The College does not undertake to have inspectors sufficient in number to inspect every item of work or material as it is provided, or to have inspectors with the expertise needed to judge every aspect of the work.

The Contractor shall remain responsible for defective work or materials irrespective of any inspections or lack of inspections during the work. If the Contractor seeks a binding determination of the acceptability of work or materials during the performance of the contract, it shall do so by making a written request for such a determination to the Owner's Representative with a copy to the Architect.

**H. College Rejection of Defective Work.**

The College shall have the right to reject defective work, materials, or equipment at any time, and to require the Contractor to remove and replace it at the Contractor's expense. The Contractor shall also be responsible for repairing damage to other work caused by defects or deficiencies in its work. The Owner's representative, upon consultation with the Architect may elect to accept work or materials which do not conform to the contract and to credit or reduce the



contract price, but the College shall have no contractual obligation to elect this remedy. Changes to the contract in these circumstances must be recorded via regular change order process.

### **ARTICLE 3. ARCHITECT**

#### **A. Architect's General Role.**

The project architect is by contract with the College responsible for the design of the project. During construction, the architect is responsible for reviewing Contractor submittals to determine if they conform to the contract documents and good industry practice, to provide some level of inspection to determine if work and materials provided conform to the contract documents and good industry practice, and to review Contractor payment applications. During the performance of the work the architect may investigate any defects and deficiencies in the work or materials provided, and make recommendations to the College regarding the defects or deficiencies. The architect will conduct inspections to determine if the Contractor has achieved proper substantial and final completion and submitted all documents required at completion. The Contractor shall cooperate with and render assistance to the architect in the performance of these duties.

#### **B. Architect's Access and Facilities.**

The Contractor shall allow the architect and its consultants access to the project at all times, and shall facilitate their access to inspect work and materials and project documentation. The architect and its consultants shall be permitted to attend job meetings, scheduling meetings and other meetings at the site, and the Contractor shall facilitate their ability to do so. The Contractor shall provide an office at the site for the project architect if the specifications require it to do so.

#### **C. Limitation of Architect's Responsibilities.**

The architect will not be responsible for or have control of construction means and methods, or safety precautions and programs in connection with the work. The architect will not be responsible for or have control of acts or omissions of the Contractor, its subcontractors, or any of their agents or employees, or any other person performing any of the contract work.

#### **D. Architect Rejection of Work.**

The architect may recommend rejection of work or materials which it believes do not conform to the contract documents. Whenever the architect considers it necessary or advisable, it may recommend to the College special inspections or testing of work or materials, including completed work and materials.

#### **E. Architect Review of Contractor Submittals.**

The architect will review, approve or take other appropriate action regarding Contractor submittals, such as shop drawings, product data and samples, to assure that they conform with the design requirements and contract documents. The approval of a specific item shall not normally be deemed to constitute approval of an assembly of which the item is a component.

#### **F. Architect Review of Contractor As-Built Plans.**

The architect will periodically review the Contractors' as-built plans maintained at the site to ensure that they are up-to-date, and shall review the completed as-built plans at project completion to ensure that they are complete and are provided to the College.

**G. Architect Determination of Satisfactory Completion.**

The architect will conduct inspections to determine the dates of substantial and final completion and to determine if the Contractor has properly substantially and finally completed the project. The architect will obtain from the contractor all written warranties and all other documents which the Contractor is required to provide at the time of the project completion. The architect will make a recommendation to the College regarding final project and final contract acceptance.

**ARTICLE 4. CONTRACTOR.**

**A. Contractor Responsibility for Performance of the Contract and Work.**

The Contractor shall perform all of the duties in the contract documents, shall furnish the labor, materials and equipment to complete the construction of the project in accordance with the contract, and furnish all services, labor, materials and equipment necessary or appropriate to construct the project. The Contractor shall manage, supervise, schedule, direct, and inspect the work as competently, skillfully, and efficiently as possible, and shall be solely responsible for all construction means, methods, techniques, safety, security, sequences, procedures, and coordination.

The Contractor shall comply with all applicable laws, and shall establish and maintain reasonable quality assurance and safety programs in connection with its work. The Contractor shall complete the contract in compliance with the contract documents and by milestone, substantial completion and final completion dates in the contract or any authorized extensions thereof. The Contractor shall maintain good order and discipline at the site at all times.

**B. Contractor Key Personnel.**

The Contractor shall assign to the project a project executive, project manager, superintendent, and scheduler, and such other key personnel as are specified in the contract or as required to carry out the requirements of the project. The College has the authority to reject and have replaced any staff member of the contractor or subcontractors for any reason.

**C. Contractor Supervision of Contract Work/Superintendent.**

The Contractor shall supervise and be responsible for the acts and omissions of the Contractor's employees, agents, subcontractors, sub-subcontractors, suppliers and other persons performing portions of the work and the contract. The Contractor's designated project superintendent shall be at the project site at all times when work is in progress. The Contractor may designate in writing an alternate superintendent which must be approved by the College. The superintendent (or alternate) shall have full authority to represent and act for the Contractor at the site, and shall have full authority to execute orders and directives of the College without delay.

Communications to the superintendent shall be deemed to have been given to the Contractor. The superintendent shall be capable of and authorized to respond to all hazardous and unsafe conditions at the project site and to implement prompt corrective measures to eliminate all unsanitary, hazardous or dangerous conditions at the site. The College may suspend all or part of the work at the project site if the superintendent or alternate is not present at the project site, and such suspensions shall not be the basis of a claim against the College.

The superintendent shall attend all meetings at the project site including job meetings, scheduling meetings, and meetings with the College and/or the architects. The superintendent shall have a written plan which must be approved by the College for responding to emergencies when the work is not in progress. The Contractor shall also utilize qualified competent craftsmen on the project.

**D. Cooperation with College and Other Contractors.**

The College reserves the right to contract for and perform other or additional work on or adjacent to the project site. When separate contracts are let within the limits of the project site, or in areas adjacent to the site, the Contractor shall perform its work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. The Contractor shall also affirmatively cooperate with such other contractors and coordinate its activities with theirs, and include coordination measures in the project CPM construction schedule. The Contractor shall arrange its work and shall place and dispose of materials being used so as not to interfere with the operation of other contractors within the limits of the project site. The Contractor shall join its work with that of the other contractors in an acceptable manner and shall perform the work in proper sequence with that of other contractors.

If there is a disagreement as to the respective rights of the Contractor and others doing work within the limits of or adjacent to the project site, the College shall determine the respective rights of the contractors involved to secure the satisfactory completion of all affected work. The Contractor shall not be entitled to additional compensation beyond its contract price which may arise because of inconvenience, delay, or loss experienced by it as a result of the presence and operations of other contractors working within the limits of or adjacent to the project site.

The Owner reserves the right to occupy any portion of the Project which is ready for occupancy prior to completion and acceptance of the Project, after Local and State Construction Enforcing Agency approval.

The occupancy of any portion of the Project does not constitute an acceptance of any work nor does it waive the Owner's right to liquidated damages or constitute an acceptance of any work as the Project will be accepted as a whole and not in units. Prior to such occupancy, however, the Architect, a representative of the Owner, and the Contractor shall fully inspect the portions of the Project to be occupied, preparing a complete list of omissions of materials, faulty workmanship, or any items to be repaired, torn out or replaced. The Owner will assume responsibility for damage to premises so occupied of any items not on this list when such damage is due to greater than normal wear and tear, but does not assume responsibility for improper or defective workmanship or materials.

**E. Performance of College Directives.**

When the College issues a written directive to the Contractor under the authority of any provision in the contract or general conditions, the Contractor shall perform as directed in a diligent manner and without delay. Compliance with written directives shall not adversely affect the rights of the Contractor under the contract or law, but if the Contractor objects to a directive of the College, or claims that a directive infringes upon its rights or entitles it to a change order, it shall notify the College in writing within 2 business days of any directive and describe any objection it has to the directive and the reasons for its objection. Objection to a written directive does not relieve the contractor of the obligation to comply with the directive and proceed in a diligent manner to implement the directive without delay.

**ARTICLE 5. PERFORMANCE OF WORK**

**A. Protection of Work/Materials, etc.**

The Contractor, shall at its own expense, protect all finished work and materials from damage and keep them protected until the project is accepted as substantially completed, and shall repair or replace any work or material damaged before acceptance. After the project is accepted as substantially complete, the Contractor will remain responsible up through final completion for damage to work and materials caused by it or its subcontractors or others participating in the performance of its contract obligations. The Contractor shall also secure and protect its own tools, equipment, materials and supplies, and the College shall have no liability for damage, theft or injury to the Contractor's property.

**B. Safety and Safety Programs.**

The Contractor shall have full responsibility for safety at the project site at all times up to final completion and acceptance of the project and the contract. The Contractor shall provide for the safety of all individuals on the project site, and take measures to ensure that individuals on or near the project site are not injured by the performance of the contract. The Contractor shall establish and maintain a project safety program in accordance with all applicable laws including OSHA, good industry practice, and any additional requirements in the contract documents. If the College or the Architect become aware of an unsafe situation, the Contractor will immediately respond to remedy the safety concern.

**C. Working Hours.**

Except as required for the safety or protection of persons or property, or as specified in the contract documents, all work at the site shall be performed during regular working hours, and not on Saturdays, Sundays, or legal holidays without the prior written consent of the College which will not be unreasonably withheld.

**D. Site Security.**

The Contractor shall provide, maintain and oversee security at the site if required in the specifications. The project site shall be fenced as specified in the specifications, and the Contractor shall control access when gates are unlocked or open.

**E. Site Use.**

The Contractor shall confine construction equipment, storage and work to the project site absent written approval from the College. Any request by the Contractor to use areas outside the project site must be described in written form and included with the Contractor's bid.

**F. Submittals (Shop Drawings, Product Data, Samples).**

The Contractor shall submit to the architect with reasonable promptness a schedule for all submittals, including shop drawings, product data and samples required by the contract documents. Submittals shall be complete as to quantities, details, dimensions and design criteria. The architect will approve and the College will review submittals if they conform to the contract documents, the design concept and good industry practice. The Contractor shall note its approval of all submittals and the date for any submittals prepared by any subcontractor or supplier, and it shall be responsible for determining and verifying all materials, field dimensions, field construction criteria, and coordination requirements pertaining to the submittal.

The Contractor will not be relieved of responsibility of deviations in submittals from the requirements in the contract documents by reason of approvals of the submittals unless the Contractor specifically identifies the deviation in the submittal and the architect expressly approves and the College will review the deviation. The Contractor shall be responsible for errors or omission in its submittals. No work or materials included in a submittal shall begin until the submittal is approved by the architect and the College.

**G. Layout and Dimensional Control.**

The Contractor shall be responsible for locating and laying out the project components and all of the project parts on the project site in strict accordance with the plans, and shall accurately establish and maintain dimensional control. The Contractor shall employ a competent and licensed New Jersey engineer or land surveyor as appropriate to perform all layout work and to fix the level and location of excavations, footing base plates, columns, walls, floors and roof lines. The Contractor shall furnish to the College and the architect certifications that each such level is as required by the plans as the work progresses.

The plumb lines of vertical surfaces shall be tested and certified by the Contractor's engineer or surveyor as the work proceeds. The engineer or surveyor shall establish all points, lines, elevations, grades and bench marks for the proper control and execution of the work. The engineer or surveyor shall establish a single permanent benchmark to be approved by the architect, to which all three coordinates of dimensional control can and shall be based. The engineer or surveyor shall verify all College-furnished topographical and utility survey data, and all points, lines, elevations, grades and benchmarks provided.

Should any discrepancies be found between information in the plans and the actual site or field conditions, the Contractor shall notify the architect and the College in writing, and shall not proceed with any work affected until it receives written instructions from the College.

The contractor is required to provide a final "as built" survey from a New Jersey Licensed/Certified Surveyor of the project site showing all structures, elevations, grades and required information on the project site and submit to the College in CADD format.

#### **H. Construction Access, Roads, Walks, and Parking.**

The Contractor shall construct and keep all roadways, drives, walkways and parking areas within or near the site free and clear of debris, gravel, mud or any other site materials, including, for example, by the cleaning of muddy wheels and undercarriages on vehicles before they exit the site. The Contractor shall be responsible for any citations, fines, or penalties imposed on it or the College for failing to comply with applicable local rules or laws regarding its use of roads and the like.

The Contractor shall obtain permission in writing from the College before using for construction purposes any existing driveways, parking areas, walkways or areas not specifically designated for such use in the contract documents. The Contractor shall maintain such driveways and areas in good and clean condition during construction and not damage them. At final acceptance and completion, it shall leave them in the same condition as they were at the start of the work. Conditions of such facilities before use shall be photographed and otherwise documented by the Contractor. The Contractor shall not commence construction of permanent driveways, parking areas or walks on the project without the written approval of the College.

Any existing walkways, driveways, aprons, or curbs damaged by the work of this contract shall be replaced in kind immediately upon project completion, or as required to maintain campus safety and campus aesthetics.

#### **I. Construction Site Condition, Storage, Dust Control.**

The Contractor shall provide reasonable, safe and orderly storage for its equipment, tools and materials, and not unreasonably encumber the site. The Contractor shall keep the site and the project free from the accumulation of refuse, debris and scrap materials caused by its operations so that the site has a neat, orderly and workman-like appearance. Loading, cartage, hauling and dumping will be at the Contractor's expense. The Contractor shall provide at its expense temporary dust-proof partitions around areas of work in existing buildings, and where reasonably required in new building areas.

#### **J. Photographs.**

The Contractor shall provide at its expense monthly progress photographs of the project. The photographs shall be 8 inches by 10 inches and shall be submitted to the College in duplicate monthly. Unless otherwise specified in the supplemental general requirements, four photographs shall be submitted each month which provide views of the project taken from the same four points each month which should be selected by the architect.

**K. Project Sign.**

The Contractor shall at its expense provide, erect and maintain two project signs at the site which shall be described in the contract documents. The College will specify the locations. The sign shall be painted by a professional sign painter. No other sign will be permitted at the site. The Contractor shall remove the signs when the project is finally accepted unless the College requests that it be removed earlier.

**L. Soil Conservation.**

The Contractor shall employ reasonable measures to conserve the soil at the site, and determine and comply with all soil conservation measures required by the Mercer County Soil Conservation District.

Contractor shall coordinate and schedule all Soil Conservation inspections and provide the College with all site inspection notes, approvals or notices.

**M. Temporary Facilities, Services, Electric, Heat and Enclosures.**

The Contractor shall provide storage areas, temporary drives and sidewalks, employee parking areas, staging areas, excavation borrow/spoil areas, commercial canteen areas, field offices including a meeting room, telephones, toilet facilities, and other temporary facilities which are necessary to perform the work or which may be required by the project specifications. The Contractor shall locate these facilities on the project site, and the location shall be subject to the approval of the College.

The Contractor shall provide adequate and clean temporary toilet facilities on the project site in locations to be approved by the College, and they shall be serviced at least twice a week by a firm qualified and experienced in such functions. The Contractor shall provide such temporary electricity, water, and other utilities which are necessary to perform the work, or which may be required by the project specifications. The Contractor shall also supply such temporary enclosures and heat which are necessary to perform the work or which may be required by the project specifications. The contractor and the subcontractors will not enter or use any College facilities not required by the work of the contract.

Temporary electric and heat shall be furnished by the Contractor for the benefit of other contractors working on the project if specified in the project specifications.

The Contractor shall not anticipate using the permanent heating or air conditioning system in a building for temporary heat or air conditioning prior to the acceptance of the project as substantially complete unless specified otherwise.

Any natural gas, or combustible material, or hazardous material containers utilized by the Contractor must be stored in a safe, ventilated location approved by the College. The Contractor must also submit for approval a reasonable safety plan for the operation of temporary heat equipment.

**N. Substitutions**

The Contractor may include in their bid substitute materials or equipment or construction methods in lieu of those specified in the contract documents, but they do so at their own risk. Any substitution must be equal in type, function and quality to the item required in the contract. The Contractor must submit all information required within 20 days of contract award to determine if the proposed substitute is equal to the contract requirements, and any substitution must be approved by the architect and the College

The College shall have complete discretion to decide whether it will accept any substitution. No substitution shall result in any increase in the contract price or times. The Contractor in its application for the substitution must certify

in writing that the substitution is equal to what is specified in the contract documents in all material respects and will not increase the time or price of the contract work.

Should the substitution be rejected, the contractor will then be required to provide the specified product, material or method at no additional cost to the College and no change in the project schedule.

**O. License Fees.**

The Contractor shall be responsible for obtaining the right to use any equipment, design, device or material required to perform the contract, and to include in its contract price any license fee or royalty required.

**ARTICLE 6. SUBCONTRACTORS.**

**A. Contractor Responsibility for Subcontracted Work.**

The Contractor shall be fully responsible to the College for the proper performance of the contract irrespective of whether the work is performed by the Contractor's own forces or by subcontractors employed by the Contractor. The Contractor shall be responsible for the acts and omissions of its subcontractors and suppliers on the project and shall take appropriate measures if they are not properly supervising or performing their work.

**B. Subcontractor Identification and Approval.**

The Contractor shall include with its bid for the contract the names, addresses and license numbers of all subcontractors which it proposes to utilize on the project for plumbing and gas fitting work, HVAC work, electrical work, structural steel and ornamental iron work. No subcontractor may perform work on the project until it has been approved by the College.

Within 20 days after Notice to Proceed, the Contractor shall furnish to the College in writing for review by the Architect a list of the names of all Subcontractors, Sub-subcontractors, fabricators, manufacturers, sources of supply, articles, devices, fixtures, pieces of equipment, materials and processes proposed for each item of Work on List of Subcontractors, AIA Document G805. The Architect or Owner will promptly notify the Contractor in writing if either the Owner or Architect, after due investigation, has reasonable objection to any names on such list. Failure of the Owner and Architect to make objection within 10 days to any name on the list shall constitute acceptance of such name.

In submitting the names of subcontractors, the Contractor shall list 1) the name and address of the Subcontractor, 2) the name and address of all Sub-subcontractors for each significant subdivision of the trade or work 3) reference in the form of a list of at least 3 jobs similar in size and quality to this Project performed in the last 5 years, with name and location of work, dollar value and names of the Owner and Architect.

In submitting sources of supply of materials, articles and pieces of equipment including those under subcontracts and sub-subcontracts, the Contractor shall list 1) the name and address of the source of supply 2) the name of the manufacturer of the items.

If the College disapproves a proposed subcontractor, it will provide the reason for its decision in writing. The College will not be liable for any extra cost or delays caused by the reasonable disapproval of proposed subcontractors. The approval of subcontractors by the College shall not relieve the Contractor of the responsibility for complying with all of the provisions of the contract including those performed by the subcontractors. Subcontractors approved by the College may not be changed without prior notice to and approval by the College.

**C. Subcontractor Qualifications.**

The College may disapprove a proposed subcontractor if it has a reasonable objection to the subcontractor, or if there is evidence of poor performance on other projects or financial problems, or if the subcontractor has been suspended or debarred by any public agency within the State of New Jersey, or if the subcontractor is not properly licensed and registered to do business in New Jersey or with the New Jersey Department of Labor regarding prevailing wages, or if the subcontractor has been charged with or convicted of violating any laws including but not limited to the New Jersey Prevailing Wage Act, criminal laws, public procurement laws, anti-trust laws, election laws, laws against employment discrimination, environmental laws, tax laws, professional licensing laws, or laws regarding attempts to improperly influence College or other public officials. Subcontractors shall also utilize qualified, competent craftsmen on the project.

**D. Subcontractor Compliance with Contract/Subcontractor Supervisors.**

The Contractor shall require its subcontractors on the project to comply with all pertinent terms of the contract and contract documents, and shall include all appropriate terms and provisions in subcontracts on the project to achieve proper contract performance. Each subcontractor shall have competent superintendents and foremen supervising their work, and the Contractor shall take appropriate measures if they do not do so.

**E. No Contract Relationship Between College and Subcontractors.**

Nothing in the contract or contract documents shall create any contractual relationship or duties between the Contractor's subcontractors and the College.

**ARTICLE 7. TIME, LIQUIDATED DAMAGES, DELAY CLAIMS AGAINST COLLEGE.**

**A. Contract Times.**

The Contractor shall begin the contract work within 10 days after the issuance of a notice to proceed by the College, and shall perform the work in the contract by the dates specified in the contract, including milestone, substantial completion and final completion dates.

**B. Liquidated Damages For Delay.**

If the Contractor fails to substantially complete the project by the substantial completion date specified, the Contractor shall pay the amounts specified in the contract as liquidated damages for delay for each calendar day that the task remains incomplete beyond the substantial completion date.

The College and the Contractor agree that the actual loss to the College from construction delays and the inability to use the project in a substantially completed state are for the most part difficult to quantify, and that the foregoing liquidated damages formula results in damages amounts that are reasonable and are not penalties. The College and the Contractor agree that the amount of liquidated damages per calendar day for delays in the substantial completion of the project is a reasonable estimate of the damage to the College for not being able to use the project in a substantially completed state. The College may deduct liquidated damages from payments due under this contract, but its failure to withhold liquidated damages or to assert claims for liquidated damages shall not be deemed a waiver of the College's right to withhold or to assert claims for damages for any delays which occur at any time on the project.



### **C. Delay Claims Against The College -- Limitations**

The Contractor may not assert claims against the College for extra compensation by reason of any delays in its work resulting from acts or omissions of any third parties irrespective of extensions granted under the contract, including but not limited to delays caused by third parties such as the project architect, other contractors, utilities and governmental authorities.

The College shall only be required to pay additional compensation for delays caused by the College itself, and only to the extent required by N.J.S.A. 2A:58B-3 (delayed performance caused by the College's own negligence, bad faith, active interference or other tortious conduct, but not for reasons contemplated by the parties and not for the negligence of others including others under contract with the College on the theory that such negligence should be imputed to the College). The College shall not be liable for any period of delay when there is a concurrent delay for which it is not responsible.

When the Contractor is entitled to extra compensation for delay under the contract and general conditions, it can only assert claims for extra costs at the job site, and may not assert claims for extra costs for home office expenses, home office overhead, lost profit or consequential losses. Any additional compensation under this paragraph shall also be subject to the provisions in the contract and general conditions regarding claims, and the provisions in the contract and general conditions regarding the maintenance and availability of cost records.

### **D. MEDIATION**

If a dispute or claim arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules before resorting to arbitration or litigation. The Owner reserves the right to request a mediation if it deems it necessary.

## **ARTICLE 8. PROJECT SCHEDULE.**

### **A. General Schedule Requirements.**

The Contractor shall schedule the construction work and determine the most feasible means and order for the work to complete the project within the times required by the contract. The Contractor shall prepare a project schedule and monthly schedule updates which must be approved by the College and the architect, and it shall perform the contract and the work in accordance with the schedule. The project schedule should include a schedule of submittals for approval. The project schedule must be submitted before any work (other than mobilization to site and general layout and site preparatory work) on the project can begin under the notice to proceed. When the Contractor's schedule is approved by the College, it shall become an additional contract document and the Contractor shall be required by the contract to comply with it. The project schedule and updates shall be used in determining the amount of the monthly progress payments to the Contractor. The College may also use the schedule and updates to determine if the Contractor is adequately planning and performing the work in accordance with the contract.

### **B. Form and Content of Schedule.**

The Contractor shall prepare the project schedule using Critical Path Method (CPM) scheduling techniques. The Contractor shall utilize the latest revision of Primavera P3 or Microsoft Scheduling software. The Contractor shall prepare a detailed schedule which shows how it will plan, organize, execute and complete the work. The schedule shall be in the form of an activity oriented network diagram (CPM). The principles and definitions used in this section shall be as set forth in the Associated General Contractors of America (AGC) publication "Construction Planning and Scheduling", copyright 1994.

The detailed network diagram shall provide sufficient detail and clarity of form and technique so that the Contractor can plan, schedule and control its work properly, and the College and the architect can readily monitor and

follow the progress of all portions of the work. The network diagram shall comply with the limitations imposed by the scope of the work and contractually specified milestone dates and completion dates. The CPM schedule shall include the arrow or network diagram and the computer produced schedule with dates. The schedule shall include and reflect the following factors:

1. Project phasing, and contract milestones and completion dates.
2. The structural breakdown of the project.
3. The types of work to be performed and the labor trades involved.
4. Reasonable logic and activity durations.
5. Reasonable coordination of all activities.
6. Purchase, manufacture and delivery activities for all major materials and equipment.
7. Deliveries of College furnished equipment.
8. Allowances for work by separate contractors identified in writing by the College at the time of contract award.
9. Submittals and approvals of shop drawings, material samples, and other required submittals.
10. Subcontract work.
11. Crew flows and sizes (manpower).
12. Assignment of responsibility for performing all activities.
13. Access and availability to work areas.
14. Identification of interfaces and dependencies with preceding, concurrent and follow-on contractors, and sequences and interdependence of activities.
15. Testing and inspections.
16. Phased or total inspection, acceptance, and takeover by the College.
17. Utilization of schedule to determine amounts of monthly progress payments.
18. Activities required of the College and the project architect such as approvals, including reasonable durations for the activities.

Activities should be set forth in working days and have a maximum duration of 60 days, except for non-construction activities such as the procurement and delivery of materials and equipment. All durations shall be the result of definitive manpower and resource planning by the Contractor. The level of detail in the schedule shall be subject to the approval of the College. The schedule shall include a reasonable approach to achieve milestones and completion dates in the contract. Any failure of the Contractor to include any element of the work in the schedule shall not excuse the Contractor from completing that work and all of the work needed to complete the project by the completion dates in the contract.

The network diagram is to be prepared by a computer plotter. The logic diagram will be pure logic and shall not be drawn to time scale. The logic diagram shall be drawn on 30" x 42" size sheets and prepared on a tracing/mylar or similar material suitable for reproducing high quality prints.

### **C. Computerization of Schedule.**

The mathematical analysis of the detailed network diagram shall be made by computer, and the tabulation for each activity shall include the following:

1. Activity numbers.
2. Activity descriptions.
3. Durations in work days for each activity.
4. Earliest start date (by calendar date).
5. Earliest finish date (by calendar date).
6. Latest start date (by calendar date).
7. Latest finish date (by calendar date).
8. Slack or total float in work days.

The following computer documents shall be prepared as part of the initial schedule submission and each update:

1. Activity file sort, including sorts listing activities required of the College and the project architect, such as approvals.
2. Eight week "Lookahead" detailed bar chart.
3. Eight week summary bar chart.
4. Additional computer sorts requested by the College.
5. High density floppy disks or CDs of all computer files.

**D. Weather Inclusion in Schedule.**

Seasonal weather conditions shall be included in the schedule, including average precipitation, temperature and other weather conditions typical in the geographic area over a 5 year period by quarterly period (spring, summer, fall, winter).

**E. Schedule Updates.**

The Contractor shall prepare schedule updates monthly until its contract and the project are completed. The first update shall be issued 30 calendar days after the construction start date specified in the notice to proceed. Updates shall include the following information:

1. Actual start and completion dates for activities.
2. Activity percent completion.
3. Remaining durations for activities in progress.

Each schedule update shall also include a narrative report which includes the following information:

1. Summary of work completed during update period.
2. Comparison of actual progress and status to activities and dates in original schedule.
3. Analysis of critical path including affect of activity progress on critical path.
4. Analysis of secondary critical paths, meaning float within 10 days of the project critical path.
5. Analysis of time lost or gained during the update period.
6. Identification of problem areas.
7. Identification of change orders and delays impacting or delaying the project under the project schedule.
8. Solutions or proposed solutions to current problems and delays.
9. Extensions requested by the Contractor, including activities affected and the amounts, and the reasons for the requests.
10. Extensions granted by the College for delays and changes, including the activities affected and the amounts, and any effect on the critical path and contract completion dates.
11. Delays in activities required of the College and the project architect, and activities which they are required to complete in the update period following the issuance of the update.

All schedule updates must be submitted to the College and the architect for approval. Schedule updates including the reports which are approved by the College shall be deemed to be official records of the progress and status of the project under the schedule and the contract, and may be utilized by the College in determining if the Contractor is adequately planning and performing the work under contract.

**F. Meetings/Eight Week Bar Charts.**

The Contractor's project manager and scheduler shall arrange for and attend monthly progress and scheduling meetings with the College and the project architect. Monthly progress meetings shall be scheduled 3 to 7 days after monthly schedule updates and reports are issued and provided to the College and the project architect. The purpose of

these meetings will be to review past progress, current status, problem areas, delays, measures to reduce delays, future progress, and the Contractor's most recent schedule update and report. At the monthly progress meetings, the Contractor shall provide look ahead summary and detailed bar charts showing the work and activities to be performed and/or completed during the 8 week period following the schedule update.

**G. Schedule Documentation for Contract Payments.**

The Contractor will not be entitled to payments under the contract until a project schedule has been submitted to and approved by the College. No payment will be made under the contract if, when the payment is due, a schedule update and narrative report is due under this paragraph but has not been submitted to and approved by the College. The original CPM project schedule shall include a breakdown allocating the total contract price among the network activities in the schedule which must be approved by the College.

**H. Progress, and Recovery Schedules.**

The Contractor shall perform its work in accordance with the schedule. If the Contractor's work falls behind the requirements of the schedule, it shall at its own cost institute measures to improve its progress and bring its work in compliance with the schedule, including but not limited to increasing manpower, increasing work hours per shift, increasing shifts, increasing working days per week, and re-scheduling work activities to perform them concurrently where feasible.

If monthly schedule updates show that the Contractor's progress has fallen behind the project schedule so as to jeopardize the achievement of milestone or completion dates in the contract by more than 10 work days, the Contractor shall, if requested by the College in writing, prepare a recovery schedule with acceleration measures to regain the lost time, and shall proceed in accordance with the recovery schedule in addition to the project schedule at its own cost.

**I. Contractor Failure to Provide Schedule Updates.**

If the Contractor fails to provide monthly schedule updates and reports when required, the College can elect in its sole discretion to employ any of the following remedies: 1) not make progress payments; 2) on 10 days written notice to the Contractor, retain its own consultant to provide schedule updates and reports and deduct the cost from the contract price; 3) terminate the contract for default in accordance with the termination provision in these general conditions.

**J. Scheduler Qualifications.**

The Contractor must utilize a scheduler which satisfies the qualification requirements for the project. If at any time during the project it appears that the Contractor's scheduler is not competent to provide the scheduling services required in this article, the Contractor shall within 10 days after a written notice and demand from the College, retain a replacement scheduler which is competent to provide the services required. The College may also utilize any of the remedies in this article and the contract and general conditions for the Contractor's failure to provide proper schedule updates and reports.

**ARTICLE 9. EXTENSIONS, COMPENSATION FOR CERTAIN EXTENSIONS.**

**A. Delays Warranting Extensions of Contract Dates.**

If the Contractor is unavoidably prevented from completing any part of the work within the milestone, substantial completion or final completion dates in the contract by causes beyond the control and without the fault of the Contractor or its subcontractors, those contract dates will be extended by amounts equal to the time lost due to such delays, provided the Contractor requests extensions in accordance with this article. Delays warranting extensions of the contract dates include unforeseeable and unavoidable delays caused by the College, the project architect, other contractors employed by the College, utility owners or other third parties, acts of God, acts of governmental authorities, wars, abnormal weather conditions, fires, floods, earthquakes, epidemics, plagues, and other unavoidable casualties. The

contractor has 24 hours to notify the owner in writing from the start of a delay with a clear and concise reason for the delay, otherwise the delay will not be reviewed. This limited time frame is to provide the College the opportunity to immediately address the issue and limit the amount of time in the potential delay and its potential impact on the project schedule.

**B. Weather Delays.**

No time extensions will be granted for time lost due to normal seasonal weather conditions. To qualify for a time extension due to unusually severe or abnormal weather conditions, the Contractor must demonstrate that the weather conditions during a given quarterly period (summer, fall, winter, spring) were more severe at the project site than the previous five year average for the geographic area by quarter, and that the weather conditions critically impacted contract milestone, substantial completion or final completion dates by delaying the performance of work on the project's critical path. No time extensions will be considered for any weather conditions that do not affect work on the critical path or contract dates.

Where the cause of delay is due to weather conditions, extension of time shall be granted only for unusually severe weather, as determined by reference to historical data. The term "historical data" as used in the preceding sentence shall be construed according to this formula: Average rainfall (or snow or low temperature) for the past five years for the month in question, plus 10 percent. In other words, weather is not deemed to be unusually severe unless it is 10 percent worse than the average for that month over the last five years.

Apart from extension of time, no payment or allowance of any kind shall be made to the Contractor as compensation for damages on account of hindrance or delay from any cause in the progress of the work, whether such delay be avoidable or unavoidable. The Contractor agrees that he will make no claim for compensation, damages for any such delays, and will accept in full satisfaction for such delays said extension of time.

**C. Float Time Use.**

Float time in the schedule is not for the exclusive use of either the Contractor or the College. Float time is available for use by both parties to facilitate the effective use of available resources and to minimize the impact of problems and delays which may arise during construction. No time extension will be granted as a result of any problem, change order or delay which only results in the loss of available positive float on the project schedule. Float time shown on the project schedule shall not be used by the Contractor in a manner which is detrimental to the interests of the College or the project.

**D. Calculation of Extensions.**

Extensions will be calculated based on the effect of delays on the project schedule and the activities in the schedule. If the Contractor is entitled to an extension for a delay based on the nature of the delay under this article, the activities in the schedule affected by the delay will be extended by the amount they are affected. If extensions of activities in the project schedule affect the critical path and delay the contract milestone and completion dates, they too will be extended to the extent affected. The critical path and contract dates will only be extended to the extent that they are actually affected under the schedule by a delay for which the Contractor is entitled to an extension.

If for any scheduled activity or period there are concurrent delays which include delays for which the Contractor is entitled to an extension and delays for which the Contractor is not entitled to an extension, the Contractor will be given an extension for the delays for which it is entitled to extension so that it will not be liable to pay liquidated damages for delay, unless the College eliminates or reduces that delay. A concurrent delay will not justify an extension to the Contractor if it has minimal effect on the completion of the project, and/or if it would likely have been avoided if it had become apparent that it was having an effect on the progress of the project and the project completion date.

**E. Elimination of Delays and Extensions (Acceleration).**

If the effect of a delay for which the Contractor is entitled to an extension can be reduced or eliminated by changes in the schedule or other measures which have no material adverse impact on the Contractor in terms of cost or otherwise, the Contractor shall employ those measures so that no extension is required or so that a shorter extension is required. If the Contractor is entitled to extensions for delays, and if the College (in its sole discretion) notifies the Contractor in writing that it prefers to eliminate the lost time to avoid or reduce the extension required, by changes or additional efforts such as acceleration efforts, the Contractor shall perform those measures as a change to the contract to be compensated under the change order provisions of the contract and the general conditions.

**F. Requests for Extensions Required.**

The Contractor must provide the College with a written notice of delay and request for an extension within 24 hours of the beginning of a delay, or it will not be entitled to a review. The written notices of delay and requests for extensions must include the nature and cause of the delay, the known extent of the delay, the work activities on the project schedule affected by the delay and the extent of the affect to each, and suggestions or proposals to reduce or eliminate the delay.

**G. Compensation for Certain Extensions and Limitations.**

Under the contract and general conditions, the College does not assume responsibility for many types of delays, including additional costs resulting from extensions granted because of those delays. Where the College is responsible for a delay under the express terms of the contract and general conditions, it will pay extra compensation for any extension granted because of the delay.

Compensation by the College for delays (and extensions) for which it is responsible under the contract and general conditions shall only include additional costs actually incurred at the site, and shall not include home office expense, home office overhead, lost profit or consequential losses. Any additional compensation under this paragraph shall be subject to the provisions in the contract and general conditions regarding claims, and the provisions in the contract and general conditions regarding the maintenance and availability of cost records.

No compensation will be paid if an extension for a delay for which College is responsible is concurrent with another delay for which the Contractor is not entitled to an extension, or is concurrent with another delay which the Contractor is entitled to an extension but the College is not responsible for the other delay.

If the College requests a change in the contract work, potential delays and extensions which result from the change and any resulting extra compensation for the change shall be addressed under the change order provisions in the contract and the general conditions in addition to this article.

**ARTICLE 10. PAYMENTS TO CONTRACTOR.**

The College will pay the Contractor as full compensation for performing the contract the contract price as adjusted by approved change orders which increase or decrease the contract price. The College will do so in accordance with this article, any supplemental general conditions regarding payment, and the payment terms in the signed contract. Payment provisions in the supplemental general conditions which add to or modify this provision shall take precedence over this provision. Payment provisions in the signed contract which add to or modify payment terms shall take precedence over the supplemental general conditions and this article.

**A. Monthly Progress Payments.**

The College will pay the Contractor monthly progress payments as the contract work proceeds and will pay for work completed, less retainage. The Contractor shall submit monthly invoices using the College's invoice form for the work completed in each calendar month, and the monthly invoice shall be submitted in accordance with the contract. The Contractor shall be entitled to monthly progress payments based on the percentage of the contract work completed (less earlier payments), and that amount shall be based on the unit schedule breakdown and the update of the CPM for the

billing period showing schedule activities completed and progress on incomplete activities, in conjunction with the values assigned to those activities. If there is a discrepancy between the amount due based on the unit schedule breakdown and the amount due based on the CPM update, the Contractor shall only be entitled to the lesser amount unless the Owner's Representative, in his/her sole discretion, decides otherwise.

**B. Unit Schedule Breakdown/CPM Activity Price Breakdown.**

Before the contract is signed, the Contractor shall submit to the College and the architect a unit schedule breakdown (schedule of values) utilizing the College's form which reasonably allocates the contract price among the principal categories of work and materials in the contract. The unit schedule breakdown must be signed by the Contractor and is subject to approval by the architect and the College for use in calculating monthly progress payments under the contract. The Contractor shall not "front end load" the unit schedule breakdown. The unit schedule breakdown may include line items for mobilization, bonds and insurance.

The Contractor's proposed CPM schedule shall reasonably allocate the contract price among the activities in the schedule so that monthly CPM schedule updates can be utilized in connection with the unit schedule breakdown in determining the amount of monthly progress payments. The Contractor's unit schedule breakdown and CPM activity price breakdown must be approved by the architect and the College before any payments are made under the contract.

**C. Invoices for Monthly Progress Payments: Form and Content.**

The Contractor must utilize the College's invoice form and the invoice forms must be completed before they are submitted for payment. Each invoice must be signed by the Contractor, and shall certify that the work and materials represented as having been provided have been provided, and that all subcontractors and all suppliers on the project have been paid all amounts legitimately due for work and materials billed to the College in earlier invoices which were paid by the College.

Invoices for monthly project payments must include the status of the work in the unit schedule breakdown and the CPM update for the billing period which shows the activities completed or started and the value of them based on the CPM schedule. Invoices must also include certified payrolls for the Contractor and all subcontractors for the billing period, affirmative action monthly manning reports, a certification of subcontractor/supplier payments, a partial waiver of liens, a list of all materials stored to date including descriptions, values, quantities and location, and any documents required in the contract documents.

The Contractor will be entitled to have an invoice paid if the architect and the College approve the invoice including the percentage of work completed, and if the quality of the work and materials conform to the contract documents. The approval of invoices shall not waive claims for defects or deficiencies in the work or materials provided, or the right to subsequently inspect the project as a complete and functioning whole.

**D. Payment for Materials and Equipment Procured But Not Installed.**

The Contractor may seek payment in monthly invoices for materials and equipment delivered to the project site but not yet incorporated into the work. The Contractor shall include with its monthly invoices a list of the stored equipment, the amount and type of stored materials, and the place where they are stored. Each invoice which seeks payment for materials and equipment delivered to the project site but not installed or incorporated into the work shall include a signed bill of sale to the College and an invoice from the supplier. All risk of loss or damage for materials and equipment delivered in the project site shall remain with the Contractor.

The College will only rarely pay for material or equipment stored offsite, and only when it determines in its sole discretion that there is good cause. The College will consider no request to pay for materials or equipment stored off site unless the Contractor includes a written request for such payment with its bid for the project. If the College does agree to pay for material or equipment stored off site during the performance of the contract, it will do so when the contract is signed.

If the College does agree to pay for materials and equipment stored off site, such payments shall be subject to any conditions in the signed contract, and in all cases, a bill of sale to the College, a paid invoice, insurance and proof the storage facility is bonded will have to be provided to the College when each payment is sought. The location will have to be specified in writing and the material or equipment will have to be inspected by the College. The Contractor and its performance bond surety must agree in writing that they retain all risk of loss or damage, and each payment application must contain a consent to payments for materials stored off site signed by the Contractor's bonding company.

Payments on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing, may be made by the Owner subject to the following conditions:

Such materials or equipment shall have been fabricated or assembled specifically for the Project and delivered to storage no earlier than needed for the orderly progress of the Work as demonstrated by the Progress Schedule.

Title to such materials or equipment shall pass to the Owner pursuant to the Contractor's bill of sale which shall contain guarantee of replacement thereof in the event of damage thereto or disappearance thereof due to any cause. The Contractor shall also affirm that it will pay for such materials or equipment immediately upon receipt of payment therefore from the Owner.

In the case of off site storage, the Contractor shall also provide Consent of Surety to such payment and insurance of such materials or equipment against the perils set forth in the General Conditions both while storage and during transportation to the site. Raw materials or other materials or equipment readily duplicated or usable on other projects will be paid for only after the materials are incorporated in the construction.

**E. Retainage.**

The College will retain 2% of the amount due on each partial payment pending completion of the contract.

Upon acceptance of the work performed pursuant to the contract, all amounts being withheld by the College shall be released and paid in full to the contractor within 45 days of the final acceptance date agreed upon by the contractor and the State college, without further withholding of any amounts for any purpose whatsoever, provided that the contract has been completed as indicated.

**F. Payment for Change Order Work.**



The Contractor shall invoice for change order work in the monthly contract progress payment invoices as the change order work is performed, but may only do so after a written change order has been signed by the appropriate College personnel and a purchase order issued by the College.

**G. Final Payment.**

Upon final completion of all work included in the contract including all change orders, upon acceptance of the work by the architect and the College, and upon the issuance of the final acceptance certificate, the Contractor will be paid the fully adjusted contract balance including any retainage. The Contractor shall submit an invoice for the final payment, and that invoice must include a release of all claims except claims expressly identified and described in the invoice including the amounts. The final invoice must be accompanied by all warranties, guarantees, manufacturer literature, approved as-built drawings, shop drawings required, and other documents which the Contractor is required by the contract to provide to the College at the time of final completion. The final invoice must also include a written signed consent to the final payment signed by the Contractor's bonding company.

**H. Payment Terms.**

All invoices and payments shall be subject to the terms of the contract and the general conditions, including the provisions regarding payments, and to the right of the College to withhold payments or to make deductions from payments for damages, defective work, liquidated damages, third party claims, failure to complete work, contract requirements, failure to comply with schedule obligations or other causes authorized by the contract documents. See also the Prevailing Wage Act requirements in the signed contract.

**I. Payment Based on Partial Acceptance (Limitation).**

The College will not accept portions of the project as substantially or finally complete unless specified elsewhere. If the specifications authorize partial acceptances, they will also specify the terms and conditions of such acceptances.

**J. Failure to Pay Amounts in Dispute Not to Affect Performance.**

The failure of the College to pay any amount requested by the Contractor in an invoice based on a determination that the invoice is improper or some other dispute shall not entitle the Contractor to stop or slow down the performance of the contract work.

**K. Waiver of Certain Claims by College Against Contractor in Connection with Final Payment.**

In its final acceptance certificate the College shall certify that it has no claims against the Contractor in connection with the performance and completion of the contract except for claims listed in the final acceptance certificate, such as claims for cost overruns, delays, or known defects. The College's certification shall not apply to or release post-completion claims, such as claims for defects or other problems in the completed project which are discovered or which become serious after project completion, warranty or maintenance claims, indemnity or contribution claims, claims for damage occurring after completion, or other claims for the performance of post-completion obligations in the contract or problems which manifest themselves after completion.

**ARTICLE 11. CHANGES.**

**A. Changes Authorized.**

The College may at any time authorize and direct changes in the work or accelerations of the work which increase or decrease the contract price. All changes including changes in the contract price shall be governed by this Article and the change provision in the contract. All changes must be in a written change order signed by the Vice President for Facilities, Construction and Campus Safety, the Owner's Representative, the architect and the contractor. A

Purchase Order will then be issued by the College and signed by the Contracting Officer. At which time the contractor can then bill for the completed change order work. Any extensions in the contract times and increases in compensation because of extensions resulting from changes shall be governed by Article 9 regarding extensions, but the authorization for the extra compensation itself resulting from an extension must be contained in a change order which complies with this Article as well. The College may elect to have changed work on the project which is within the scope of this contract performed by another contractor. Changes in the contract shall not affect the surety bond protection or insurance coverage required by the contract.

**B. Change Request or Directive.**

The College may request a change in the work or materials to be provided under the contract by a written contract change directive ("CCD") signed by the Owner's Representative. If the College is of the opinion that no change in the contract price or times is required because of the change request, it shall so state in the CCD. A CCD may include provisions regarding the scope of the changed work or materials, and may also include conditions including time parameters or an upset price. A CCD may provide that specified contract work shall stop until further notice, but the Contractor shall not stop or delay any contract work because of a CCD unless the CCD provides that work should stop because of the change. A CCD may provide that the performance of changes shall not commence until a change order is issued and a subsequent purchase order is issued and signed by the Contracting Officer, or that changed work should proceed before a change order and purchase order are issued by the College to maintain the progress of the project.

**C. Change Orders Which Are Protested.**

If the Contractor protests the terms of a change order, it shall notify the College in writing within 2 business days of its protest. It shall describe the terms which it objects to and the reasons for its protest. It shall include supporting documentation if appropriate. The College may elect to direct the Contractor in writing to perform the change order requirements despite the protest. If it does so, the Contractor's right to pursue further relief based on the protest shall be preserved and the contractor shall immediately proceed with the change work

**D. Changes Affecting Contract Times.**

Changes and change orders shall not affect or extend any of the contract times unless the change order itself specifies that it changes contract times. If a change order issued by the College delays the completion of any activity in the project CPM schedule, the time allowed for that activity shall be extended, and if a delay in that activity delays other activities, the critical path or the completion dates in the contract, they too will be extended. The Contractor shall make reasonable efforts in scheduling changed work so that it does not delay or extend activities in the CPM schedule including the substantial and final project completion dates. The Contractor shall also make alternate proposals for change order work which include acceleration for the changed work where feasible to achieve this goal, and shall include the cost of such efforts in its change order requests.

Change orders must specify whether they result in any delay (or extension) to any critical path activities in the schedule, including an identification of the activities and the amount of delay in each. If no delay or extension is set forth in a change order, it will be deemed an agreement by the College and the Contractor that no delay or extension results from the change order.

**E. Contractor Initiated Change Order Requests.**

If the Contractor contends that any directive or communication from the College or architect, or any condition, event or circumstance entitles it to a change order changing the contract scope, terms, price or times, it shall submit a written change order request to the Owner's Representative within 5 days of the event upon which the request is based. The written request shall specify the terms of the change order requested, and include all documentation and information which the Contractor seeks to have considered in support of the request, or which is necessary to a proper consideration of the request.

**F. Change Order Amounts.**

All price changes or amounts in change orders shall be based on (1) lump sum, (2) actual work time and materials plus mark-ups for overhead and profit, or (3) unit prices times actual quantities which may or may not include separate mark-ups for overhead and profit. If a change order price is to be based on a lump sum price or a unit price, the College may request the submission of such documentation regarding market price or cost which it reasonably deems necessary to determine a lump sum or unit price. If a change order is based on actual work time and material costs, it will include a not-to-exceed price.

Applications for payment for change order work shall be included in monthly progress payment invoices as the change order work is performed, but only after a purchase order has been issued to the contractor by the College. For change orders based on time and material costs or unit prices times actual quantities, the time spent, material provided, and quantities performed shall be recorded in daily time slips, material invoices, and quantity of work performed tickets which are signed by a representative of the College to certify that the work and materials were provided, and the quantities. Labor costs and material costs for change orders shall be based on actual costs to the Contractor without any mark-ups except as provided in this Article.

Mark-ups may be added to time and material costs where a change order is authorized to be paid on a time and material basis, and also unit price change orders if the change order price term expressly authorizes mark-ups as a separate additional charge to be added to the unit price. When mark-ups for overhead and profit are authorized, the standard mark-up for overhead and profit shall be 15% of net costs properly invoiced in the change order. The schedule for mark ups is as follows:

- 15% of direct costs for overhead, profit, bond, and insurance for work performed directly by the contractor;
- 15% of direct costs for overhead, profit, bond, and insurance for work performed directly by the subcontractor and 5% of the direct and indirect costs of the work performed by the subcontractor for the contractor;
- 15% of direct costs for overhead, profit, bond, and insurance for work performed directly by the subcontractor's subcontractor and 5% of the direct and indirect costs of the work performed by the subcontractor's subcontractor for the subcontractor and 5% of the direct and indirect costs of the work performed by the subcontractor for the contractor;

There shall be no additional mark-ups for materials or suppliers and bond and insurance costs are included in the noted mark ups above. Refer to Division 1 specifications also for further delineation of items included in mark ups.

CONTRACTOR MUST USE THE COLLEGE OF NEW JERSEY FORM INCLUDED IN THE PAYMENT PROCEDURE DOCUMENTS.

**G. Right to Audit Extra Costs (Before and After Payment).**

The College reserves the right to audit all change orders and additional costs claimed and/or paid under the contract at any time.. The obligation of the Contractor, subcontractors and suppliers to establish, maintain and produce cost records and remedies for failing to do as specified elsewhere in these general conditions and the contract shall govern. If an audit reveals that actual costs invoiced to the College and/or paid by the College in change orders exceed the actual costs incurred, the Contractor shall refund the excess, or the College may deduct the excess from future payments under the contract, or the College may assert claims against the Contractor and/or its surety for such overpayments.

**H. Change Orders with Both Price Increases and Decreases.**

If a change order reduces the scope of the work or materials to be provided by the Contractor under the contract, the change order shall provide for a reduction in the contract price in the amount of the actual reduction in cost. If a change order results in both added costs and reduced costs, they shall be combined for a net plus or minus contract price

adjustment, and when mark-ups are applicable, they shall only be added to a net increase in the contract price which results from a combination of additions and deductions in the change order.

**I. Waiver of Rights In Connection with Change Orders Issued Without Protest.**

The Contractor shall not be entitled to seek any additional compensation or any extension of the contract times beyond the amounts and any extensions included in a change order signed by the College or a written change order request submitted by the Contractor to the College for approval, the intent being that the Contractor must disclose all additional costs and delays claimed to result from a change so that the College can take measures in considering the change to effect cost savings and avoid delays. The failure to include extra costs or delays in a change order request will preclude the Contractor from later claiming such costs or delays in connection with the change in any form or fashion.

**ARTICLE 12. COMPLETION.**

**A. Substantial Completion.**

When the Contractor believes that the project is substantially complete, meaning all essential requirements of the contract have been sufficiently completed so that the project can be occupied and used for its intended purpose, it can make a written request to the architect and the College to conduct an inspection and to issue a certificate of substantial completion. The Contractor's request shall list all work and contract requirements which remain to be completed or corrected and an estimate of the value of the incomplete items.

The architect and the College will conduct an inspection, and if they determine the Contractor has substantially completed the project, the College will issue a certificate of substantial completion. If they determine that the Contractor has not achieved substantial completion, the College will notify the Contractor in writing and will list the work and contract requirements which must be completed for substantial completion and provide a punchlist. They will also assign a value to the incomplete items to be added to the 2% retainage held after the certificate of substantial completion is issued. The College and the architect will re-inspect when the Contractor notifies them in writing that those items have been completed.

Any failure of the College or architect to include incomplete or deficient items in a certification of substantial completion or a notice regarding a substantial completion inspection shall not affect the Contractor's obligation to properly complete all requirements of the contract.

The College will not issue a certificate of substantial completion unless it can occupy and use the project for its intended purpose, and the Contractor agrees that the College's use and occupancy of the project shall not affect the Contractor's obligation to complete the project and contract requirements. The Contractor also agrees that its completion of the project will not unreasonably interfere with the College's occupancy and use of the project.

Unless otherwise specified in the supplemental general conditions, a certificate of substantial completion will not be issued unless an unqualified temporary or permanent certificate of occupancy is issued, and the College is able to use and occupy the project without interruption.

After substantial completion, the Contractor is relieved of the duty of maintaining and protecting the project, and of its responsibility for damage to the project occurring after substantial completion, except insofar as such damage or any repair is covered by warranty, or is caused or made necessary by the act of the Contractor or anyone for whom the Contractor is legally or contractually responsible, or is attributable to defects. The issuance of a certificate of substantial completion shall not void or alter any of the other terms of the contract documents, including but not limited to terms relating to warranties, or relieve the Contractor of its obligation to complete the work or remedy defective work or materials, unless such terms are expressly modified by the certificate of substantial completion.

Guarantee periods for equipment, workmanship and materials shall commence when the certificate of substantial completion is issued or from the completion and acceptance of equipment, workmanship or materials, whichever is later, unless otherwise specified in the supplemental general conditions or the certificate of substantial completion.

The rights of the Contractor regarding payments upon the issuance of the certificate of substantial completion shall be as provided in the payment article of these general conditions and the contract.

**B. Final Completion.**

The Contractor shall notify the architect and the College in writing when it has completed the project and all of the contract requirements. The architect and the College will then conduct an inspection and issue a certificate of final completion if the project and all contract requirements have been totally completed. If any items remain incomplete or unsatisfactory, the College will notify the Contractor in writing and list the incomplete or unsatisfactory items. The Contractor shall immediately complete and correct any unfinished items and notify the architect and College and request a follow-up inspection for final acceptance.

The certificate of final completion will not be issued until all documents required by the contract have been provided, including warranties, maintenance and operating instructions, certificates, insurance, shop drawings required and as-built drawings approved by the architect. Final completion must include leaving the entire project site and project clean, neat and orderly. All distortions, cracks, delaminating and deteriorations of finished surfaces must be remedied. All broken items shall be repaired. All paint spots, stains and plaster must be removed. All unused equipment and excess material shall be removed. The project and the site shall be clean and finished.

If the Contractor unreasonably delays completing and correcting items needed for the issuance of the certificate of final completion, the College may unilaterally issue a certificate of final completion which lists incomplete and defective items, and which deducts liquidated damages and the cost of remedying incomplete and defective items from the final amount due to the Contractor under the contract.

Final payment will not be made until the certificate of final completion is issued, and the final payment shall be subject to the payment provision in the contract and these general conditions.

**ARTICLE 13. SUSPENSION AND TERMINATION OF CONTRACT.**

**A. Suspension.**

The College shall have the right to stop or suspend the work in whole or in part at any time. The work may only be stopped or suspended by a written directive of the Owner's Representative, except in an emergency. The representative of the College may stop or suspend the work in whole or in part on an emergent basis, either verbally or in writing, but any such emergent suspension or stop work order shall be confirmed by a written directive from the Owner's Representative within 48 hours. The College may stop or suspend the work because of any conditions affecting health or safety on or off site, any dangerous condition, any environmental hazard, the convenience of the College, or the public interest. If a directive to stop or suspend all or part of the work includes directions to secure the site, the Contractor shall perform the work required in the directive. The Contractor shall also maintain the safety and security of the project during the suspension for the protection of the site, work in place, materials and equipment on site, persons on or near the site, and the College's property.

If all or part of the work is suspended in response to a problem or condition caused by the Contractor's performance of its contract, or parties other than the College itself, or conditions over which the College has no control, the Contractor will not be entitled to any additional compensation for the suspension. If the College directs the suspension of work because of the improper performance of the contract by the Contractor or those performing its contract, the Contractor will not be entitled to any extension of any contract dates or additional compensation by reason of the suspension. If a suspension is directed for reasons other than fault of the Contractor or others involved in its

performance of the contract, the Contractor will be entitled to an extension under and to the extent authorized in Article 9, and additional compensation under and to the extent authorized by Article 11.

**B. Termination for Convenience.**

The College may by a written directive terminate the contract at any time before completion for the College's convenience or where it concludes that it is in the public interest to do so. The Contractor shall complete any items of work specified in the notice of termination for convenience and any work necessary to make the site safe for all persons and property at or near the project site when the College terminates the contract for convenience under this Article.

Absent Contractor fault or violation of the contract, the Contractor shall be paid in full for all completed work, subject to the payment provisions in the contract and these general conditions. The Contractor will not be entitled to payment for costs and mark-ups for work or materials not provided before the termination, or costs for work and materials not provided unless the Contractor cannot avoid liability to pay those costs, or profit on the portion of the contract which will not be performed because of the termination, or other types of damages. The extra compensation payable to the Contractor in connection with a termination for convenience may include the cost of materials or equipment purchased for the project before termination but not installed if the Contractor cannot otherwise use or sell them.

The Contractor will also be entitled to reasonable costs in reasonable amounts for additional direct costs in connection with the termination, but not administrative, home office or overhead costs, lost profit, or consequential damages. In addition, any claims shall be subject to the provisions in the contract and general conditions regarding claims and the maintenance of cost records.

The Contractor shall also include provisions similar to this provision in subcontracts and supply contracts for the project. When a termination for convenience is directed by the College, the contract shall be closed out in accordance with the provisions of the contract and these general conditions regarding payment and project completion.

**C. Termination for Cause.**

The College may terminate the contract for cause if the Contractor commits substantial violations of the contract and contract documents, persistently fails to perform the work in accordance with the contract documents including the project schedule, fails to comply with applicable laws, rules or regulations, fails to pay subcontractors or suppliers to the extent reasonably required, become insolvent or becomes a debtor in a bankruptcy proceeding, fails to pay its debts, is found to have made false or misleading statements to the College in writing in obtaining the contract or payments, fails to comply with employment discrimination laws, fails to pay prevailing wages, fails to maintain or renew the required insurance, fails to maintain proper protection for the safety of persons or property on the site, fails to comply with reasonable and authorized directives of the College under the contract, or assigns its rights or interests under the contract or payments under the contract to any third party.

If the College terminates the contract for cause, it shall first send a notice of intent to terminate to the Contractor and the Contractor's surety. The notice shall direct the Contractor to remedy or eliminate the deficiency within a specified time if the problem is one that can be eliminated. If the Contractor fails to reasonably comply with the directive and notice, the College may after 10 days issue a notice of termination to the Contractor and its surety which terminates the contract effective immediately and specifies the reason for the termination.

If the contract is terminated the Contractor shall secure the site and take measures to leave the site safe for persons, material, work in place and equipment before departing the site, and shall remove all tools and equipment within 5 days of the termination effective date. The Contractor shall not remove any materials or equipment stored on site. When the contract is terminated, the Contractor shall deliver to any location designated by the College materials purchased for the project and paid for by the College, but not stored on site, together with all appropriate warranties and guaranties.

If the Contractor's surety does not takeover the completion in accordance with this Article, the College may appropriate any or all materials on the site which may be suitable and acceptable and may enter into an agreement for the completion of the project with another contractor, or use other methods to complete the project.

All damages, costs and charges incurred by the College together with the cost of completing the work, will be deducted from any monies due or which may become due to the Contractor for work completed by it before the termination. If such expenses exceed the sum available from the unpaid contract balance, the Contractor and its surety shall be liable and shall pay to the College the amount of such excess in addition to other damages.

The rights and remedies of the College in connection with a termination for cause shall be in addition to other rights and remedies which it has under law, the contract, and the Contractor's bond.

If the College terminates the contract for cause and it is subsequently determined by a court that the Contractor was not in default, or that the termination was legally unjustified, the termination will be deemed to be a termination for convenience under this Article, and the rights and remedies of the Contractor and its surety for the termination will be limited to those which exist in connection with a termination for convenience. If the College terminates the contract for cause, neither the Contractor nor the College may file a suit to recover on any claims arising out of the project before the project is substantially complete.

**D. Surety Takeover Following Termination for Cause.**

If the College terminates the Contractor for cause, the Contractor's performance bond surety may elect to takeover and complete the Contractor's work and obligations under its contract. If the surety elects to takeover the completion of the contract, it may only do so on the following conditions:

1. The surety must notify the College that it will takeover completion of the contract by a written notice of intent which is signed by a representative authorized to bind the surety within 5 calendar days of the surety's receipt of the College's notice of termination.

2. The surety and the College must execute a written takeover agreement within 10 days after the surety sends its notice of intent to takeover. In the agreement, the surety must agree to assume the obligation to complete the balance of the work under the contract and to perform all of the Contractor's obligations under the contract at the surety's sole cost and expense, and to utilize only contractors approved by the College which approval shall not be unreasonably withheld. The agreement shall provide that the surety is entitled to be paid the unpaid balance under the terminated Contractor's contract in accordance with and subject to the terms of the contract and general conditions.

3. The takeover agreement signed by the surety and the College must also provide that the surety is not relieved of any of its obligations under its payment and performance bond for the project, and that the College retains its right to withhold money for contract payments to compensate damages or for other reasons where authorized under the contract or the general conditions.

4. The takeover agreement signed by the surety and the College must also provide that it is without prejudice to and is subject to all of the rights and remedies of the College, the surety, and the defaulted Contractor, and the surety may not require the College to agree to a takeover agreement which seeks to extinguish any such rights.

5. The surety must also pay without delay all obligations of the terminated Contractor for work and materials on the project, subject to a reasonable allowance of time to investigate and verify claims.

**ARTICLE 14. WARRANTY/DEFECTIVE WORK AND MATERIALS.**

**A. General Work One Year Warranty; HVAC Systems Two Year Warranty.**

The Contractor warrants and guarantees for a one year period (or two year HVAC work) that all work, materials and equipment conform to the contract documents and will not fail or manifest defects, that the project and all its components will be fit for their intended functions, and that all material and equipment will be new and of good quality.

The general one year warranty period (or two year HVAC work) shall commence when the certificate of substantial completion is issued, and the one year period (or two year HVAC work) shall commence on that date for all components of the project, including any equipment activated and operated before substantial completion, such as HVAC systems, electrical systems and elevators.

During the one year warranty period (or two year HVAC work), the Contractor shall repair and remedy at its own expense any premature failure, defects or deficiencies in any work, materials or equipment which are discovered or which develop during the one year (or two year HVAC work) period, and shall do so within 5 days after receipt of a written warranty claim from the College. The Contractor shall also repair damages caused by any failure or defect covered by this warranty. A failure to provide the warranty service required shall constitute a breach of this warranty obligation as well as other applicable provisions of the contract. This warranty shall not cover failures caused by misuse or abuse by the College.

This general one year warranty (or two year HVAC work) is intended to provide the College with prompt warranty service for all aspects of the project for the one year period. It is not intended to limit or extinguish any additional warranties required by any of the contract documents, or provided by manufacturers of systems, equipment or materials provided under the contract. It is not intended to eliminate or reduce the College's rights and remedies under the contract and law for defects and deficiencies in the work, materials and equipment, the time period of the Contractor's general responsibility and liability.

**B. Defective Work, Materials and Equipment.**

Apart from the general one year warranty provided for in this Article, the Contractor shall be responsible for defective work, materials and equipment and any failure of these items to comply with the contract documents. This obligation shall extend beyond substantial completion, final completion and the general one year warranty in this Article.

If defects in materials or equipment or non-conforming items are discovered during construction and before completion, the Contractor shall promptly correct them at its own expense. If the Contractor fails to correct defective or non-conforming work, material or equipment in response to a written notice from the College, either during construction or after completion, the College may employ others to provide the remedial work and the Contractor and its surety shall be liable for the cost thereof and damages incurred. The Contractor and its surety shall also be liable for the cost of making good all work and material destroyed or damaged by defects or the correction of defects.

If any portion of the Contractor's contract monies remains in the custody of the College, either earned or unearned, the College may deduct money paid to others to remedy defects after notice is sent to the Contractor and damages when the Contractor fails to provide a remedy in response. The Contractor's responsibility for defects and non-conforming work, material and equipment shall not be limited in time except by law.

The Contractor's responsibility for defective work shall not be affected by either the performance or the lack of performance of inspections by the College or the architect. The issuance of payments, a certification of substantial completion or a certification of final completion shall not constitute acceptance of work, material or equipment which is deficient or not in compliance with the contract, or limit the Contractor's warranty or the other contract obligations.

**ARTICLE 15. MISCELLANEOUS.**

**A. Insurance, Bonds, Indemnification.**

The Contractor shall provide and/or maintain the insurance, bonds and indemnification required by the contract and law.



**B. Prevailing Wage.**

The Contractor and its subcontractors shall comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 through 56.57 and the provisions in the contract regarding prevailing wages.

**C. Employment Discrimination.**

The Contractor and its subcontractors shall comply with all laws prohibiting discrimination against employees, and shall comply with the provision in the contract regarding employment discrimination.

**D. Patents.**

If any design, device, material or process covered by patents or copyright is used in the work, the Contractor shall provide for such use by a suitable agreement with the patent or copyright owner. The Contractor shall bear all costs arising from the use of patented materials, equipment, or processes and all copyrighted materials used on or incorporated in the work. The Contractor shall defend, indemnify and save harmless the College from any and all claims for infringement by reason of the use of any such patented or copyrighted items.

**E. Emergencies Affecting Safety.**

If there is an emergency affecting the safety of persons or property, the Contractor shall take immediate action to prevent damage, injury or loss. The Contractor shall notify the College of the situation and all actions being taken immediately or as soon as possible. If, in the opinion of the Contractor, immediate action is not required, the Contractor shall notify the College of the emergency situation and proceed in accordance with the College's instructions. However, if loss, damage, injury or death occurs that could have been prevented by the Contractor's prompt and immediate action, the Contractor shall be liable for all costs, damages, claims, actions, suits, attorney's fees and other expenses which result.

Any additional compensation or extension of time claims by the Contractor on account of emergency work shall be determined in accordance with the changes provisions of the contract documents. The Contractor shall be responsible for emergencies and costs and delays resulting therefrom which could have been foreseen or prevented with normal diligence, planning, and supervision of the work, or which are caused by the Contractor's failure properly to perform the contract.

The Contractor shall provide the College with a list of the names and telephone numbers of its employees and employees of each subcontractor designated to be contacted in case of an emergency during non-working hours. A copy of this list will shall be displayed prominently at the site so that it is visible when the site is secured and shall be provided to the College's campus police department.

**F. Contractor Compliance with Law.**

The Contractor shall keep fully informed of all federal, state and local laws, ordinances, regulations and orders of agencies which have jurisdiction or authority which in any manner affect those employed on the project or the project. The Contractor shall at all times observe and comply with, and cause its agents and employees to observe and comply with, all such laws, ordinances and regulations, or orders. The Contractor shall also protect and indemnify the College and its representatives against any claim or liability arising from the violation of any laws, ordinances, regulations, or orders, whether by the Contractor or its employees, agents, subcontractors at any tier, suppliers or materialmen.

**G. Environmental Protection - Contractor Duty to Comply with Law.**

The Contractor shall comply with all applicable federal, state and local laws and regulations and all conditions of permits pertaining to the protection of the environment. Necessary precautions shall be taken to prevent pollution of streams, lakes, ponds, rivers, wetlands, groundwater, reservoirs, and property by chemicals, fuels, oils, bitumens, or other

harmful or hazardous materials as defined by law. Nor shall the Contractor pollute the atmosphere from particulate or gaseous matter in violation of law.

**H. No Personal Liability of College Officials.**

In carrying out any of the provisions of the Contract, or in exercising any right or authority granted to them by or in connection with the contract, there shall be no liability upon any officer or employee of the College, either personally or as officials of the College, it being agreed that in all such functions they act only as agents and representatives of the College.

**I. Recovery of Monies by College from other Contracts with the Contractor.**

When the contract documents authorize the College to withhold or deduct money from any monies due to the Contractor, or require the Contractor to pay or return monies for any reason, the College may in its discretion withhold any monies due the Contractor under any other contracts between the Contractor and the College. This right shall not affect the rights of the College against the Contractor or its surety under this contract, and the College shall not be obliged to exercise this right as to any other contract as a condition of exercising its rights against the Contractor or surety under this contract.

**J. Buy American Requirement.**

The Contractor shall comply with N.J.S.A. 52:32-1 and N.J.S.A. 52:33-1 et seq., which prohibit the use by the Contractor or subcontractors of materials or farm products produced and manufactured outside of the United States on any public work.

**K. Modification of Contract.**

No modification or amendment of the contract shall be effective unless it is in writing and signed by both the College and the Contractor.

**L. State Sales Tax Exemption.**

Materials, supplies or services for exclusive use in constructing the project are exempt from the State sales tax. Rentals of equipment are not exempt from any tax under the State Sales Tax Act.

**M. Assignment of Contract Funds and Claims Prohibited.**

The Contractor shall not transfer or assign to any party any contract funds, due or to become due, or claims of any nature it has against the College without the written approval of the College. The College in its sole discretion and considering primarily the interests of the College may elect either to grant or to deny such approval.

**N. Independent Contractor Status.**

The relationship of the Contractor to the College is that of an independent contractor. The Contractor agrees that it shall conduct itself consistent with such status, and shall not hold itself out as or claim to be an officer, employee or agent of the College. The Contractor shall not make any claim or demand for any right or privilege applicable to officers or employees of the College, including but not limited to, workers compensation, unemployment insurance benefits, social security coverage, or retirement benefits.

**O. Third Party Beneficiary Rights Not Intended.**

It is specifically agreed between the College and the Contractor that no provisions of the contract documents are intended to make the public or any member thereof a third party beneficiary of the contract, or to authorize anyone not a party to the contract to maintain a suit for personal injuries, property damage or other claims under the contract. It is also the intent of the College and the Contractor that no individual or firm which supplies materials, labor, services, or equipment to the Contractor for the performance of the work shall be a third party beneficiary of the contract.

**P. Gifts to College Employees and Agents Prohibited.**

The Contractor shall not give any gifts of any nature, nor any gratuity in any form, nor loan any money or anything of value to any College employee or relative thereof, or any agent of the College. The Contractor shall not rent or purchase any equipment or supplies of any kind from any College employee or relative thereof or any agent of the College.

**Q. Contractor Claims: Procedures and Limitations.**

Claims by the Contractor against the College shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. including the notice and time for suit provisions. For the purpose of determining the time within which The Contractor must file suit under the New Jersey Contractual Liability Act, 'completion of the contract' shall be deemed to have occurred upon achievement of substantial completion as defined in section 12A of these General Conditions.

The Contractor also agrees that it shall not be entitled to assert claims against the College for any compensation beyond that provided for in this contract by reason of the acts or omissions of any third parties, including but not limited to the project architect and any other contractor on the project. The Contractor may not assert claims for extra costs for home offices expenses, home office overhead, lost profits or revenue, or consequential damages as that term is defined in law. All claims shall also be subject to all other pertinent provisions of the contract and the contract documents including the general conditions. The Contractor also agrees that it may not assert any claims for extra costs or damages unless it maintains all the records of its estimated and actual costs as required by this Article. The Contractor also agrees that suits against the College must be pursued in the county where the project is located.

**R. Cost Records a Condition of Receiving or Retaining Extra Compensation on Extras, Changes and Claims.**

The Contractor shall maintain and retain weekly payroll, material, subcontractor, supplier, overhead and other cost and accounting records for the project, and for additional services or extras required by the College, including all costs which the Contractor is entitled to be paid under the contract. The Contractor shall require its subcontractors on the project to do likewise. The Contractor shall also maintain all estimates and takeoffs used in preparing and calculating its bid price for the contract and change orders. The records shall be maintained and shall be made available to the College or its representatives when requested. These records shall be maintained in accordance with generally accepted accounting principles and practices for a period of 3 years after final payment is received by the Contractor, or the duration of any dispute or law suit arising out of the project, whichever is later.

Any failure to maintain or produce the records required by this Article shall preclude the Contractor from claiming or being paid or retaining any payments or being paid on any claims which are based on costs, expenses or losses incurred by the Contractor or its subcontractors which should be reflected in the records required by this Article or good business practices. This record keeping requirement applies to records related to the basic contract compensation as well as extra compensation for change orders and claims of all kinds.

No claim by the Contractor against the College for payment, whether for contract work, extras, changes or claims which is based to any degree on costs which should be recorded in cost records required by this Article or good business practices may be asserted against the College to the extent the cost records do not exist or are not provided to the College upon demand.

The College reserves the right to audit the records of the Contractor and its subcontractors for up to 3 years after the final acceptance of the project, and to demand repayment by the Contractor and its surety of any overpayments discovered in an audit.